DEPARTMENT OF SOLID WASTE MANAGEMENT

THE CITY OF EDINBURG

CITY OF EDINBURG
All-America City
REGIONAL SANITARY LANDFILL
1968 2000 1995

REQUEST FOR PROPOSAL

PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIAL

RFP # 2012-15

RFP DUE DATE: Monday, MARCH 5th, 2012
DUE TIME: 3:00 P.M., C.S.T.

CITY OF EDINBURG
415 W. UNIVERSITY
POB 1079
EDINBURG, TEXAS 78540

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PROCESS, MARKETING AND SALE OF RECYCLABLE MATERIALS

SECTION I. GENERAL TERMS AND CONDITIONS

City of Edinburg (COE) Department of Solid Waste Management, hereinafter referred to as the City, seeks offers in response to this Request for Proposal (RFP) from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material collected from the City's Drop Off Center, Commercial Recycling Collection Program and office recycling programs.

ADDITIONAL INFORMATION: *COE is requesting that RFP's be routed to: City Secretary, at 415 West University Drive, Edinburg, Texas 78541.*

CONFLICT OF INTEREST: *Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with COE, shall file a completed conflict of interest questionnaire with COE Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with COE; or (2) submits to COE an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with COE. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the City Secretary's Office. If mailing a completed conflict of interest questionnaire, mail to: City Secretary's Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: City Secretary's Office, City of Edinburg City Hall, 415 West University Dr., Edinburg, TX 78540. Proposers should contact its own legal counsel with any questions regarding the statute or form.*

NON-COLLUSION: *Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.*

NON-DISCRIMINATION: *Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.*

PROCESSING TIME FOR PAYMENT: *Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.*

ELECTRONIC SUBMISSION OF BIDS: *City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.*

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: *Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. COE will make the final determination as to the submitter's ability.*

SUBMITTER DEFAULT: *COE reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.*

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: *It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify COE Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in COE Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.*

RFP DELIVERY: *COE requires submitters, when hand-delivering statements of qualifications, to have a City of Secretary Department representative time/date stamp and initial the envelope.*

SIGNING OF QUALIFICATIONS: *In order to be considered, all submittals must be signed. Please sign the original in blue ink.*

WAIVING OF INFORMALITIES: *COE reserves the right to waive minor informalities or technicalities when it is in the best interest of COE.*

SUBCONTRACTING: *The successful submitter may not subcontract the award without the written consent of COE.*

TERM *The initial term of the contract shall be for one year from date of award to September 30, 2012, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.*

BIDDER RESPONSIBILITY: *It is the responsibility of each vendor before submitting a proposal:*

- *To examine thoroughly the contract documents and other related data identified in the proposal documents.*
- *To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.*
- *To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.*
- *To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.*
- *To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.*

TERMINATION: *COE has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where COE finds that the Contractor's work is negligent, not satisfactory, with or without cause, or not in accordance with the Agreement requirements.*

SECTION II. RFP REQUIREMENTS

PURPOSE: *The intent of this Request for Proposal and resulting contract is to obtain proposals from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material.*

REQUEST FOR PROPOSALS: *The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any COE limitations will result in disqualification of the submitted RFP. A total of one (1) original and three (3) copies of the RFP shall be submitted to the address on the cover letter.*

SUBMITTAL: *For proper comparison and evaluation, COE requests that proposals address, at a minimum, the following format.*

- ***Cover Letter*** *- A brief introductory letter of representation.*
    - *The cover letter should also:*

- *Identify the submitting Proposer;*
- *Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;*
- *Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.*

- ***Executive Summary*** *- A brief summary highlighting the most important points of the proposal. The Summary should include Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the COE. If used, the Summary should not exceed five pages.*

- ***Degree of Compliance*** *- A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.*

CONTENTS: *The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.*

- ***Proposer Qualifications and Experience:*** *History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for related services which they are obligated to fulfill during the term of this agreement and a Parishment of litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.*

- ***Proposed Solution/Technical Response:*** *Illustrating and describing proposed technical solution and compliance with the RFP requirements.*

- ***Innovative Concepts:*** *Presentation of innovative concepts, if any, for consideration.*

- ***Project Schedule:*** *Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.*

- ***Financial Proposal:*** *Proposer's fees and other costs, if any, shall be submitted in accordance with Attachment 1: Financial Proposal – for RFP evaluation for contracting purposes. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with COE. It shall include details about the firm's invoice process.*

SECTION III. GENERAL SCOPE OF SERVICES AND INFORMATION

The Proposer shall perform and/or arrange all tasks pertaining to these tasks which will include, at a minimum, receiving, sorting, processing, storing, marketing, selling, and transporting (if necessary) recyclable materials collected by the City. These services shall commence only with the executed

contract. This RFP specifically excludes collection services. The scope of work is as follows but is not limited to:

SERVICES:

1. *The Proposer shall comply with all applicable Texas Commission on Environmental Quality (TCEQ), and other state, local, and federal laws and regulations pertaining to the provision of the services detailed in this RFP. Proposer shall avoid those practices that create a perception of nuisance to citizens such as odors, noise and litter.*

RECYCLING COMMODITIES:

1. *Under the City's Recycling Program, City Recycling Collection crews receive and collect the recycling commodities below that must be processed, marketed, and sold.*

2. *Newsprint: Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in THE Edinburg area.*

3. *Mixed Paper: Includes magazines, junk mail, paperboard and telephone directories.*

4. *Sorted Office Paper: Shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.*

5. *Old Corrugated Containers (OCC): Includes boxes with unbleached and unwaxed paper with ruffled liners.*

6. *Glass: Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass*

7. *Tin, Steel, and Bi-Metal Containers: Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.*

8. *Used Aluminum Beverage Cans (UBC): Consists of household beverage cans made of aluminum.*

9. *Plastics: Includes plastic bottles, containers and packages made from various resins including PETE, HDPE, and other plastics, codes #1 and #2.*

Please note that the City does not require customers to flatten plastic, metal and aluminum containers. In addition, plastic bags, labels, lids, nozzles and metal neck rings may also be present in the recyclable materials delivered to the processing facility.

QUANTITIES:

Based on the City's collection figures since implementing from all of its recycling operations, the FY 11/12 projection is approximately 849 tons. The FY 11/12 projected tonnage of each commodity collected (including residual material) is listed below in Table 1.

Staff has noted that due to the array of different service options, estimates were utilized as minimum amounts for this RFP. Actual quantities vary significantly and are dependent on yearly service requests.

TABLE 1

ESTIMATED WASTE CATEGORIZATION		
Recycling Commodity	**Estimated Annual Tonnage**	**Estimated Percentage**
Newsprint (ONP)	*129*	*15.16*
Old Corrugated Containers (OCC)	*275*	*32.42*
Mixed Paper	*252*	*29.65*
Hard Book Cover (CBS)	*64*	*7.54*
Used Aluminum Beverage Cans (UBC)	*4*	*0.44*
Tin, Steel, Bi-metal	*11*	*1.25*
PETE	*42*	*4.99*
HDPE	*26*	*3.08*
Glass	*26*	*3.09*
Scrap Metal	*20*	*2.38*
Total	*849*	*100%*

Table Notes:
1. The above figures cannot be interpreted as a guarantee of future quantities to be collected by the City.

1. *On a semi-annual basis, the Proposer shall conduct audits to determine the contamination rate, estimated tonnages and percentages of each recycling commodity noted in Table 1 for the City's recyclable materials delivered to the processing facility. A representative of the City will be present during the audits. These audits will be performed at no additional charge to the City as part of this contract.*

2. *In addition, the City expects the Proposer to provide feedback as needed to the City regarding contamination including the general types of contamination found and the specific truck numbers in the recyclable materials delivered.*

3. *The City reserves the right to add or delete recycling commodities at any time during the term of this contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).*

PROCESSING AND MARKETING OF MATERIALS:

The Contractor shall provide all labor, services, equipment, and other resources necessary to accept, process, and market the recyclable materials collected at the recycling center. The Contractor will provide a list of acceptable recyclable materials at the beginning of the initial contract term and it must include, at a minimum, corrugated cardboard, mixed paper, newspaper, plastic containers, metal cans, and glass containers as defined in the definitions section of the scope of work. Any changes to this list shall be made in writing to the City for consideration and approval.

Facilities: The Contractor shall identify in the bid documents the Material Recovery Facilities (MRFs) to which the collected recyclable materials will be delivered and all MRFs must be approved by the City prior to the beginning of the contract. The Contractor shall provide the City with the name, telephone number, point of contact, facsimile number, address, operating hours, and delivery procedures for each facility that will be receiving recyclables from the recycling center. The City reserves the right to inspect the MRF(s) at any time while performing under the terms of this contract and to reasonably reject any MRFs selected by Contractor.

Each City-approved facility must hold applicable permits and be licensed to operate as a MRF or a transfer site. Contractor's facility will be available to accept loads of recyclable materials Monday through Saturday, including holidays (except Fourth of July, Thanksgiving, and Christmas).

The Contractor shall recycle (market and sell) all recyclable materials delivered to each facility and not dispose of recyclables by some other means (landfill, incineration, etc.), excluding normal by-pass waste such as materials not accepted for recycling at the recycling center.

The Contractor shall accept the recyclables in "as is" condition. The contractor shall be responsible for removing and disposing of any contamination without disposing of recyclables in the process.

Weight Tickets: The Contractor shall have certified weight scales at the receiving site. Each vehicle shall be separately weighed to determine weight of material for each collection container delivered. The Contractor shall generate certified weight tickets issued at the time of delivery for each Contractor's facility. Each delivery ticket must include the date and time of delivery, truck number, incoming truck weight (gross vehicle weight), outgoing truck weight (tare weight), and the weight of the material being delivered. The Contractor shall keep on file certified weight tickets for all materials delivered under this contract. Weight tickets shall be submitted to the City upon request.

Reports/Invoices: The Contractor shall prepare a monthly report that lists total tonnages for each material collected, including details for each load (ticket number, date of delivery, and weight of material delivered). The report shall be submitted to the City by the 15th of each month. Invoices will not be due nor be processed for payment unless the monthly report is provided.

Revenue from sale of Recyclable Materials: The Contractor shall market and sell materials delivered from the recycling center and offer the City a fair market price on the sale of the material. The Contractor shall offer a price per commodity (cardboard, mixed paper, commingled containers, tin, aluminum, scrap metal) based on a daily market price for each commodity. Pricing shall be based on the following markets:

a. Cardboard - The Official Board Markets price per ton for Old Corrugated Containers (OCC), Transacted Paper Stock Prices – Low Grades, Southeast Region, as published in the second issue of Official Board Markets (OBM) for the month in which the fiber materials were delivered to the Contractor. In the event that OBM lists a range of prices, the highest price of the range shall be used. For mixed paper, a rebate shall be based on the Official Board Markets price per ton for #1 Mixed Paper, Transacted.

b. Mixed Paper – The Official Board Markets price per ton for #2 Mixed Paper Stock Prices – Low Grades, Southeast Region, as published in the second issue of Official Board Markets

(OBM) for the month in which the fiber materials were delivered to the Contractor. In the event that OBM lists a range of prices, the highest price of the range shall be used.

c. Commingled Containers – The Waste and Recycling News price per pound for Plastic Containers, as posted electronically for Announced Recovered Materials Prices, New York Region, Plastics, the average price for 'PET Baled' and 'HDPE Baled' on the 15th day of the month in which the plastic material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that Waste and Recycling News lists a range of prices, the highest price of the range shall be used.

d. Tin, Aluminum, scrap metal – The American Metal Market price per pound for scrap iron and steel prices and nonferrous scrap prices as posted weekly by the AMM for Materials Prices, Houston Region, Scrap Iron and Steel and Non-Ferrous Scrap, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that AMM lists a range of prices, the highest price of the range shall be used.

e. Glass – Stock Market price per pound for mixed scrap glass, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton.

Revenue

Any revenue will be provided to the City in the form of a check, made payable to "The City of Edinburg" and submitted monthly by the 15th for the month following the month in which the materials were delivered to the facility.

PAYMENTS, RECORDS AND REPORTING:

Proposer shall submit payment/remit invoice for the recyclable commodities received from the City's recycling programs by the last day of the following month based on the tonnage delivered. Payment is due during the next month following the delivery of material for processing.

The following information shall accompany monthly payments/invoices:

a. *Date, truck number, scale ticket number, and net weight for all incoming loads per day;*

b. *Monthly total tonnage by type of recycling commodity received for processing;*

c. *Monthly totals of tons of residuals (by weight) processed;*

d. *Revenue received from the sale of recyclables by commodity by month and Purchasers of Recyclable Materials;*

e. *Processing payment due the Proposer;*

f. *Data Sharing of this RFP.*

Proposer must provide adequate detail on cost so that the City may review and approve. The City reserves the right to request and receive additional detail when needed.

Quarterly and Annual Reporting: As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.

Monthly reports of the previous month's activities will be due to the City by the last day of each month. Annual reports will be due by October 31st following the City's completed fiscal year (October 1st - September 30th).

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced staff to completely and efficiently perform the work. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The RFP shall include the following:

** Demonstrate an understanding of the scope of services*

** Address appropriate Federal/State/Local regulations and policies*

** Identify information to be gathered or obtained*

The firms should provide as much background information as to its experience in providing similar services to State, COE, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS

NUMBER OF CONTRACTS.

COE reserves the right to award one, more than one or no contract(s) in response to this RFP.

ADVANTAGEOUS CONTRACT.

The Contract, if awarded, will be awarded to the PROPOSER(s) whose Submittal(s) is/are deemed most advantageous to COE, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of COE Council.

FINAL SELECTION AND COE COUNCIL APPROVAL.

COE may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COE. However, final selection of a PROPOSER is subject to COE Council approval.

REMEDY OF TECHNICAL ERRORS.

COE reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. COE also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

PREPARATION COSTS.

This RFP does not commit COE to enter into a Contract, award any services related to this RFP, nor does it obligate COE to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

INSURANCE AND INDEMNITY.

If selected, PROPOSER will be required to comply with the Insurance and Indemnity Requirements established herein or as prescribed by law.

INDEPENDENT CONTRACTOR.

PROPOSER agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that COE shall in no way be responsible for PROPOSER's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

PURCHASE ORDERS,

As Needed. Execution of a contract does not obligate COE to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at COE's discretion, as needed, and will be communicated to the PROPOSER through individual Purchase Orders.

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

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

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

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.

CONFIDENTIALITY

All information disclosed by COE to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in COE Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

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 by the COE Purchasing.

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 COE Council.

VENUE

This agreement will be governed and venue construed according to the laws of the State of Texas. This agreement is fully performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Proposer must meet the following requirements:

A prospective Proposer must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless COE 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 received or sustained by any person, persons, or property on account of any negligent act 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 and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The COE shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the COE urges the prime contractor to use Texas/ City of Edinburg vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the COE Project Manager.
Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

INSURANCE REQUIREMENTS

Contractor shall furnish the COE with certificates of insurance effecting coverage(s) required by the RFP (see Attachment III–Insurance). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and must be approved by the COE before work commences. The COE reserves the right to require complete certified copies of all required policies, at any time.

SUBCONTRACTOR INSURANCE

The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

ERRORS AND OMISSIONS IN PROPOSAL

The COE will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The COE reserves the right to make corrections or clarifications due to patent errors identified in proposals by the COE or the Proposer. The COE, at its option, has the right to request clarification or additional information from the Proposer.

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE 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 or*
- *File for Bankruptcy.*

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

Either party may terminate this contract with a thirty (30) 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 the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT

COE 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 COE in the event of breach or default or resulting contract award.

NO GUARANTEE OF QUANTITIES

The COE reserves the right to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the COE nor any Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

PURCHASE ORDER

A purchase order(s) shall be generated by COE to the successful Proposer.

INVOICES

The invoices shall show:

- *Name and address of successful Proposer;*
- *Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;*
- *COE Purchase Order Number.*
- *Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.*

PAYMENT

Payment will be made upon receipt and acceptance by COE of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within the time period established by COE.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of COE.

FUNDING

Funds for payment have been provided through COE budget approved by the Edinburg City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current COE fiscal year shall be subject to budget approval.

PROPOSER'S CERTIFICATION OF OMB A-133 COMPLIANCE

Certification of no suspension or debarment. By signing and submitting any proposal for $100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.epls.gov

NUMBER OF COPIES TO BE SUBMITTED:

COE requires one (1) original submittal and three (3) copies.

ATTACHMENT I - FINANCIAL PROPOSAL

Recyclable Commodity	Floor Price ($ per ton)	Percent of Market Price	Processing Fee ($ per ton)	Payment to CITY Estimated Total
Newsprint (ONP) **Loose**				
Old Corrugated Containers (OCC) **Loose**				
Old Corrugated Containers (OCC) **Baled**				
Coated Book Stock (CBS) **Loose**				
Mixed White Paper **Loose**				
Used Aluminum Beverage Cans (UBC)				
Tin, Steel, Bi-metal				
PETE **Baled**				
HDPE **Baled**				
Plastic, Other				
Glass				
Total				

**** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE RFP; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.**

ATTACHMENT II – RFP EVALUATION FORM

RFP EVALUATION FORM				
SELECTION CRITERIA	**RIF RANGE**	**RIF MAX**		**EVALUATORS SCORE**
PROPOSER'S QUALIFICATIONS/EXPERIENCE Contractor's ability to be there on time with the resources needed Including, but not limited to, i) Quantity, quality, and availability of management personnel, equipment and labor resources, ii) experience providing equal or greater level of services under the same or similar circumstances, and iii) skills in materials Recycling and availability of ancillary equipment and services such as temporary collection, transport, mobile sorting facilities, etc..	0-20	20	=	
PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICING Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees.	20-60	60	=	
TECHNICAL PROPOSAL EVALUATION Confidence in approach and methodology, Contractor's ability and commitment to i) pre-plan, stage, and monitor the work, and experience in handling Material recycling and environments.	0-20	20	=	
TOTAL		100	=	
PROPOSER:				
EVALUATER				

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

ATTACHMENT III – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to COE under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to COE hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of COE consistent with potential exposure of COE under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming COE as an additional insured shall be submitted to COE for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to COE prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to COE. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____Company/Vendor

Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

*Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)*

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR*

Have already been met (see attached copy of insurance certificate).

_____ _____

Authorized Representative *Date*

Notice to Bidder: *Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.*

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

** Any license, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.*

_____ _____

Authorized Signature *Date*

_____

Company

_____

Address

_____

CITY, State, Zip

ATTACHMENT VI – LITIGATION DISCLOSURE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One *YES* *NO*

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One *YES* *NO*

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One *YES* *NO*

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: _____

(full, correct legal name)

Address: _____

Telephone/Fax: _____

1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes____ No____

2. Is your Company authorized and/or licensed to do business in Texas? Yes____ No____

3. Where is the Company's corporate headquarters located? _____

4. Does the Company have an office located in Edinburg, Texas? Yes____ No____ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?_____ (years) _____(months)

5. State the number of full-time employees at the Edinburg office. _____

6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No____ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office? _____ (years) _____(months)

7. State the number of full-time employees at the Hidalgo County office. _____

8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____

9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
_____
_____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

    Name: _____

    Address: _____

    Telephone: _____

    Fax: _____

    Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes ( ) No ( ).

*If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.*_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

For vendor or other person doing business with local governmental entity:

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP: http://www.ethics.state.tx.us/forms/CIQ.pdf

ATTACHMENT IX – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

*Historically Underutilized Business (State of Texas) Certification VID Number:*_____

*Telephone No.*_____*Fax No.*_____*e-mail*_____

*Print Name:*_____*Signature:*_____

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X – SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST

This checklist is to help the PROPOSER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
*Cover Letter	
Financial Proposal (Attachment I in the RFP)	
-*Insurance Requirement Acknowledgement(Letter from Insurance Provider and copy of current Insurance Certificate) (Attachment IV in RFP)	
*Project Requirements Acknowledgement (Attachment V in RFP)	
*Litigation Disclosure (Attachment VI in RFP)	
Proposer Qualifications – General Questionnaire (Attachment VII in the RFP)	
*Conflict of Interest Questionnaire (Attachment VIII in the RFP)	
*Signature Page (Attachment IX in the RFP)	
Submittal Checklist (Attachment X in the RFP)	
1 Original* and 3 Copies of Submittal	

Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.