



DEPARTMENT OF SOLID WASTE MANAGEMENT

BID #2022-19

**PROCESSING, MARKETING AND SALE OF
RECYCLABLE MATERIALS, METALS
&
ELECTRONIC WASTE**

BID DUE DATE: Tuesday, December 21, 2021

DUE TIME: 3:00 P.M., C.S.T.

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **2:00 p.m. Central Time**, on **Tuesday, December 21, 2021**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2022-19

PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS, METALS & ELECTRONIC WASTE

If you have any questions or require additional information regarding this bid, you may contact **LORENA FUENTES, ASSISTANT PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541** by calling (956) 388-8972 or via e- to the following e-mail address: **lfuentes@cityofedinburg.com**. If you have any questions regarding specifications for this bid, please contact Mr. Ramiro Gomez, Director of Solid Waste Management, at (956) 381-5635.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS, METALS & ELECTRONIC WASTE** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

| | |
|---|--|
| <u>If Hand-delivering Bids:</u> | 415 West University Drive, c/o City Secretary Department (1 st Floor) |
| <u>If using Land Courier (i.e., FedEx, UPS):</u> | 415 West University Drive, c/o City Secretary Department (1 st Floor), Edinburg, Texas 78541 |
| <u>If Mailing Bids:</u> | P.O. Box 1079, Edinburg, TX 78540-1079 |

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid

per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Division (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package **ITEMS OR SERVICES** is used, its meaning shall refer to the **PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS, METALS & ELECTRONIC WASTE** as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed

hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal

business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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 or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/> .

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**

The forms stated above **MUST** be returned as part of your response. Failure to include these forms may result in your bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the RFQ submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

| Minimum Insurance Requirements | |
|--|--|
| Type of Coverage | Limits of Liability |
| Worker's Compensation | Statutory Coverage |
| Comprehensive General Liability (City named as additional insured) Bodily Injury | \$250,000 each person/\$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits |

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

| Minimum Insurance Requirements | |
|--|--|
| Type of Coverage | Limits of Liability |
| Worker's Compensation | Statutory Coverage |
| Employer's Liability | Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit |
| Comprehensive General Liability Bodily Injury | \$250,000 each person/\$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits |
| Comprehensive Auto Liability Bodily Injury | \$100,000 each person/\$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits |
| City's Protective Liability Bodily Injury | \$250,000 each person/\$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits |

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY 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 the CITY 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 the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full

amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 3) does not boycott energy companies and;**
- 4) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.*

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) has two or more firearm entities as members; and*
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**CITY OF EDINBURG
REQUEST FOR BID FOR
PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS,
METALS & ELECTRONIC WASTE**

| |
|---------------------------------|
| <i>Table of Contents</i> |
|---------------------------------|

| | |
|--|-----------|
| <i>PROCESS, MARKETING AND SALE OF RECYCLABLE MATERIALS, METALS & ELECTRONIC WASTE.....</i> | <i>17</i> |
| <i>SECTION I. GENERAL TERMS AND CONDITIONS</i> | <i>17</i> |
| <i>SECTION II.GENERAL SCOPE OF SERVICES AND INFORMATION.....</i> | <i>17</i> |
| <i>SECTION III. GENERAL CONTRACT TERMS AND CONDITIONS.....</i> | <i>22</i> |
| <i>ATTACHMENT IV - FINANCIAL PROPOSAL.....</i> | <i>25</i> |
| <i>ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT</i> | <i>27</i> |
| <i>ATTACHMENT VI – LITIGATION DISCLOSURE.....</i> | <i>28</i> |
| <i>ATTACHMENT VII – PROPOSER QUALIFICATIONS – GENERAL QUESTIONNAIRE</i> | <i>29</i> |
| <i>ATTACHMENT VIII – CONFLICT OF INTEREST QUESTIONNAIRE.....</i> | <i>31</i> |
| <i>ATTACHMENT IX – SIGNATURE PAGE.....</i> | <i>32</i> |

PROCESS, MARKETING AND SALE OF RECYCLABLE MATERIALS, METALS & ELECTRONIC WASTE

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 Sealed Quote Request (BID) 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, metals and electronic waste collected from the City's Drop Off Center, Commercial Recycling Collection Program and Office Recycling Programs.

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 starting from awarded date.

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.

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, metals and electronic waste collected by the City. These services shall commence only with the executed contract. This BID 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 BID. 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, transported, 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. Sorted Office Paper shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.*
4. *Old Corrugated Containers (OCC): Includes boxes with unbleached and unwaxed paper with ruffled liners.*
5. *Glass: Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass.*
6. *Plastics: PETE and HDPE Includes plastic bottles, containers and packages made from various resins including other plastics coded #1 and #2.*
7. *Metals: Scrap Metal includes recyclable metal left from a product manufacturing or consumption such as surplus metals. Used Aluminum Beverage Cans (UBC) household beverage cans made of aluminum. Tin, Steel and Bi-Metal Containers include food, beverage non-food and aerosol cans made of mixed metal, such as tin and steel*
8. *Electronic Waste: Includes Computers, Monitors, Printers, Cellphones, Audio/Video, Small Devices and other Equipment.*

Please note that the City does not require customers to flatten cardboard, 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 21/22 projection is approximately 653 tons. The FY 21/22 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 BID. Actual quantities vary significantly and are dependent on yearly service requests.

| TABLE 1 | | |
|---|---------------------------------|--------------------------------|
| ESTIMATED WASTE CATEGORIZATION | | |
| Recycling Commodity | Estimated Annual Tonnage | Estimated Annual Pounds |
| <i>Newsprint (ONP)</i> | <i>25</i> | <i>50,000</i> |
| <i>Old Corrugated Containers (OCC)</i> | <i>404</i> | <i>808,000</i> |
| <i>Coated Book Stock</i> | <i>0</i> | <i>0</i> |
| <i>Mixed Paper</i> | <i>143</i> | <i>286,000</i> |
| <i>PETE</i> | <i>38</i> | <i>76,000</i> |
| <i>HDPE</i> | <i>23</i> | <i>46,000</i> |
| <i>Glass</i> | <i>0</i> | <i>0</i> |
| <i>Metal</i> | | |
| <i>Scrap Metal</i> | <i>10</i> | <i>20,000</i> |
| <i>Tin, Steel, Bi-Metal</i> | <i>6</i> | <i>12,000</i> |
| <i>Used Aluminum Beverage Cans (UBC)</i> | <i>4</i> | <i>8,000</i> |
| <i>Electronic Waste</i> | | |
| <i>Computers, Monitors, Printers, Cellphones, Audio/Video, Small Devices & Other Equip.</i> | <i>0</i> | <i>0</i> |
| 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).*
4. *At the time of payment from the purchase/sale of recyclable commodities the proposal shall include a copy of industry ledgers depicting the current purchase/sale price of all commodities being paid to the City. The industry ledgers shall accompany such payments.*

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, scrap metal and electronic waste collected at the recycling center. The Contractor will provide a list of acceptable recyclable materials, scrap metal and electronic waste 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, scrap metal and electronic waste 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 holiday (except Fourth of July, Thanksgiving, and Christmas).

The Contractor shall recycle (market and sell) all recyclable materials, scrap metal and electronic waste delivered to each facility and not dispose of recyclables, scrap metal and electronic waste 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 all 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 (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 received, 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. All invoices for payment from the City will not be processed for payment unless the monthly

report is provided and shall include a copy of industry ledgers depicting the current purchase/sale of all commodities being paid to the City. The industry ledgers shall accompany such payments.

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/SOLD 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 list 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 list a range of prices, the highest price of the range shall be used.*
- c) Commingled Containers – The Waste and Recycling Newspaper 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 Scrap Metal 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.*
- f) Electronic Waste- The electronics recycling composite which tracks market prices. Listed prices per bundled individual components.*

Response Time- Bidder must be available to respond to any pick up of materials within twenty-four (24) hours after the City’s request and on a on call basis should the need arise.

Collection of Container- Bidder my supply its own collection containers (i.e. 30-cd open top roll off and/or walking trailer, provided there is an acceptable location to stage the container). When the container, full of recyclable materials, scrap metal or electronic waste, is being hauled and the Solid Waste Management is open to the public, a second collection container must be provided. During operating hours there shall always be a container to collect and temporarily store recyclable materials, metals and electronic waste.

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 and shall include a copy of industry ledgers depicting the current purchase/sale price of all commodities being paid to the City. The industry ledgers shall accompany such payments.

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. Commodity exchange information establish the fair market value paid to the City.*
- f. Processing payment due the Proposer;*
- g. Data Sharing of this BID.*

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).

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this BID, in whole or in part, without the prior written consent of 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.

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.

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.

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.*

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>

ATTACHMENT I - FINANCIAL PROPOSAL

| Anticipated Quantity In Tons | Recyclable Commodity | Floor Price (\$ per pound) | Processing Fee (\$ per pound) for cleaning of material) | Percent of Market Price | Payment to CITY Estimated Quantity per pound. |
|-------------------------------------|--|------------------------------------|--|--------------------------------|--|
| 25 | Newsprint (ONP) <u>Loose</u> | | | | |
| 307.63 | Old Corrugated Containers (OCC) <u>Loose</u> | | | | |
| 96.37 | Old Corrugated Containers (OCC) <u>Baled</u> | | | | |
| 0 | Coated Book Stock (CBS) <u>Loose</u> | | | | |
| 143 | Mixed Paper <u>Loose</u> | | | | |
| 38 | PETE <u>Baled</u> | | | | |
| 23 | HDPE <u>Baled</u> | | | | |
| 0 | Plastic, Other | | | | |
| 0 | Glass | | | | |
| Metals | | | | | |
| 10 | Scrap Metal | | | | |
| 6 | Tin, Steel, Bi-Metal | | | | |
| 4 | Used Aluminum Beverage Cans (UBC) | | | | |
| Electronic Waste | | | | | |
| 0 | Cable Boxes | | | | |
| 0 | Cables | | | | |
| 0 | Cameras | | | | |
| 0 | Car Batteries | | | | |

| | | | | | |
|---|--------------------------|--|--|--|--|
| 0 | Cell Phones | | | | |
| 0 | Copiers | | | | |
| 0 | Cords | | | | |
| 0 | Fax Machines | | | | |
| 0 | Game Consoles | | | | |
| 0 | Hard Drives | | | | |
| 0 | Hubs & Routers | | | | |
| 0 | Keyboards | | | | |
| 0 | Laptops | | | | |
| 0 | Memory Chips | | | | |
| 0 | Mouses | | | | |
| 0 | Monitors | | | | |
| 0 | PC's | | | | |
| 0 | PDA's | | | | |
| 0 | Printers | | | | |
| 0 | Projectors | | | | |
| 0 | Rechargeable Batteries | | | | |
| 0 | Scanners | | | | |
| 0 | Small Kitchen Appliances | | | | |
| 0 | Tape Drivers | | | | |
| 0 | Telephones | | | | |
| 0 | Televisions | | | | |

**** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE BID: 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 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.

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.

ATTACHMENT VII – PROPOSER QUALIFICATIONS – GENERAL QUESTIONNAIRE

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.

ATTACHMENT VIII – CONFLICT OF INTEREST QUESTIONNAIRE

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 BID:
<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. _____ FaxNo. _____ 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.

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2021.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:
