



**Proposal Documents for
Contractor Services for the Management of
Household Hazardous Waste**

Comal County, Texas

Proposal # 040-2011-330

**COMAL COUNTY PROPOSAL #040-2011-330
CONTRACTOR SERVICES FOR THE MANAGEMENT OF HOUSEHOLD HAZARDOUS WASTE**

**COMAL COUNTY
REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL(RFP) and accompanying documents are for your convenience in submitting a proposal for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT PROPOSAL DATES:

DUE DATE: February 15, 2011, 11:00 A.M., CST
OPENING DATE: February 15, 2011, 2:00 P.M., CST
AWARD DATE: February 24, 2011

Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

ADDRESS:
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Bid" response, please complete the Statement of No Bid in this RFP and submit.

Any prospective bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/Offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/Offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director
Comal County

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**II. COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS
CODE

CITY & STATE

ZIP

COMPLETE STREET ADDRESS
CODE

CITY & STATE

ZIP

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

This page must be page 1 of the proposal or proposal may be rejected.

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III. TERMS & CONDITIONS

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

1.1 The Comal County Commissioners Court is soliciting Proposals for furnishing RFID Evacuation Management & Asset Tracking System.

1.2 Complete RFP's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on February 15, 2011. RFP's will be publicly opened at 2:00 P.M on February 15, 2011 in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas. RFP's will be awarded in Commissioners Court (hereinafter referred to as "Commissioners Court"), 199 Main Plaza, New Braunfels, Texas.

Proposals must include one (1) original and three (3) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened in accordance with state law.

RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposals.

Please make a clear distinction between the RFP's language and the Offeror's response.

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Any offers not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception.

1.3. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

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

1.5. TERM OF CONTRACT: This contract will be for a one (1) year period beginning February 24, 2011 through February 23, 2012.

1.6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be in one year increments. Total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years.

1.7. The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.8. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for goods/services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.9. Quantities indicated in the proposal are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.10. The undersigned agrees, if this RFP is accepted, to furnish any and all goods/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be thirty (30) calendar days.

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1.11. Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs on Proposal Form or as an attachment to the Proposal Form. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility. Only those costs shown on the Proposal Form will be considered.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this RFP, shall be and remain employees of the Contractor, not Comal County. It is understood and agreed that the Offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Offeror's employees and or equipment during the course of the Contract.

This RFP in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the Offeror in preparing a response to this RFP. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Comal County.

The Offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Offeror's risk.

1.12. ETHICAL CONDUCT: The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

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1.14. Offeror must provide any and all warranty terms and conditions. Offeror Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

1.15. Hours of delivery/service shall include but not be limited to the hours of 9:00 a.m. and 3:00 p.m., on the drop of date, unless otherwise stipulated in writing.

1.16. Invoices shall be sent directly to Comal County Auditor, 150 N. Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

1.17. Payment shall not constitute an acceptance of the item(s) contained in this RFP, nor impair the County's right to inspect any of its remedies.

1.18. RFPs should be unit priced as specified in Section XVII Cost Proposal, on page 32 this RFP. In case the unit price of an item differs from the extended price for the quantity RFP, the unit price shall govern.

1.19. The price to be paid by the County shall be that contained in the Proposal Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.20. A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of or field test of equipment.

1.21. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for goods or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity obtaining an interlocal agreement with Comal County.

1.22. County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.23. All insurance requirements, including Workers' Compensation, General Liability and all applicable insurance as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Offeror shall provide certificates of insurance, when required.

1.24. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.25. Title and Risk of Loss of goods, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, equipment, or services at the point(s) of delivery.

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1.26. The Offeror agrees that the goods, equipment, , or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.27 The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affects the conduct of the work.

1.28. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.29. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

1.30. This RFP along with the Proposal Form, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.31. The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Offeror's officers, agents or employees.

1.32. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the RFP of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.33. This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.34. If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

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1.35 Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

For the OFFEROR:

Comal County, Texas

C/O Purchasing Director

1297 Church Hill Dr.

New Braunfels, Texas 78130

Fax (_____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.36 No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law

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IV. CONTRACT

**STATE OF TEXAS
COUNTY OF COMAL COUNTY**

WHEREAS, The attached proposal package including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, s, and/or services in quantities and at prices as set forth in the above-attached proposal package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached proposal package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and goods/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and goods/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

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IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

*****Failure to sign the Contract page(s) may disqualify the proposal from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

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**CONTRACTOR SERVICES FOR THE MANAGEMENT OF HOUSEHOLD
HAZARDOUS WASTE**

I. PURPOSE

Comal County, the City of New Braunfels and the City of Garden Ridge, Texas hereafter referred to as CC/NB/GR, are making a Request for Proposal, hereafter referred to as RFP, for a one (1) day collection and management program of Household Hazardous Waste, hereafter referred to as HHWC. The purpose of the one-day event is to allow household users of hazardous materials to dispose of their materials at a centralized location, in an orderly and environmentally safe manner. The successful proposal (hereinafter referred to as “Contractor”) will provide categorization, packaging manifesting, transportation, and disposal of household hazardous waste for the CC/NB/GR, Texas, as set forth herein. These specifications are the minimum requirements for this activity and until revised or rescinded shall apply to each future use of the service described herein. These services will be in connection with the CC/NB/GR HHWC event. Proposal(s) should be based on the company’s priced services as submitted and amended in writing and approved by Commissioners Court, through subsequent discussions and clarifications initiated by CC/NB/GR.

The categorization, packaging, and manifesting will be conducted on, Saturday, April 9, 2011 and take place at the Household Hazardous Waste Collection Facility which is located at New Braunfels Fire Station No. 2, 4120 Loop 337, New Braunfels, Texas.

The Contractor will perform the collection process for the event. The CC/NB/GR Household Hazardous Waste Program Manager (hereinafter referred to as “Project Manager”) will coordinate and monitor the event.

II. ADDITIONAL TERMS, CONDITIONS AND EXCEPTIONS OF AGREEMENT

A response to a RFP is an offer to contract with CC/NB/GR based upon the terms, conditions, scope of work, and specifications contained herein. Proposals do not become contracts unless and until they are accepted and executed by an authorized representative. A contract is formed when the authorized officer presents written notice of award(s) to the successful Contractor(s) and is executed by both parties.

Clarification of Proposals

CC/NB/GR reserves the right to request clarification of any proposal after all proposals have been received. All such requests for clarification shall be made through the Comal County Purchasing Office.

Proposal Bond

The Contractor shall provide a Proposal Bond in the amount of One Thousand Dollars (\$1,000.00) with the proposal. Documentation of this bond shall be held by Comal County.

The Proposal Bond shall be returned to:

- a) Unsuccessful Contractor(s) as soon as practical after the successful Contractor(s) have been identified, and;

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- b) The successful Contractor(s) upon execution of further contractual documents and bonds as may be required for the establishment of a contract. If the successful Contractor(s), upon receipt of a notice of intent to award from CC/NB/GR, fails to execute such further contractual documents (as prescribed in subsequent documents) for insurance documentation, and performance bond, the contract may be terminated for default; in such instance where award has not been made, the Contractor(s) may be declared non-responsive and rejected by CC/NB/GR. In any event, failure to provide documentation of insurance requirements, performance bond(s), and other requirements as may be found herein shall constitute forfeiture by the Contractor of the above-mentioned Proposal and retention of same by CC/NB/GR as liquidated damages. No plea, error or mistake in such accepted Proposal shall be available to the Contractor as a basis for release of said Proposal Bond.

Performance Bond

The successful Contractor shall be required to provide a Fifty Thousand Dollar (\$50,000.00) Performance Bond not later than ten (10) days before the collection program date.

Insurance

The Contractor shall provide insurance coverage and furnish certificates of insurance, in duplicate form, reflecting the minimum requirements or greater at least ten (10) days prior to the beginning of the Contract. Comal County, the City of New Braunfels and City of Garden Ridge shall be named as an additional insured on all such policies except workers' compensation insurance. All liability shall be issued by a company authorized to do business in Texas.

The minimum insurance requirements for workers' compensation, general and automobile liability, and environmental impairment liability are as follows:

- a) Workers' compensation, including Broad Form All State Endorsement, shall be \$1,000,000 or statutory amount.
- b) Employer's Liability - \$1,000,000 per occurrence
- c) Comprehensive General Liability – (including Contractual Liability) \$2,000,000 per occurrence
- d) Automobile Liability - \$2,000,000 per occurrence, combined single limit per accident for bodily injury and property damage
- e) Environmental Impairment Liability for sudden accidental occurrences for contractor's facilities - \$1,000,000 per occurrence
- f) MCS-90 Endorsement for hazardous materials transportation - \$ 5,000,000
- g) Excess & Umbrella Liability Insurance following the underlying coverages
- h) Professional Liability
- i) Pollution Liability

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the carrier shall give ten (10) days written notice to CC/NB/GR before they may be cancelled or materially changed and with such ten (10) day period the Contractor covenants that it will provide

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other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provision hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the CC/NB/GR, at its option, to terminate the contract at once.

The Contractor shall require all subcontractors to carry insurance naming CC/NB/GR as an additional insured. All subcontractors are to furnish the CC/NB/GR with certificates of insurance in the amount of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Indemnification

Contractor covenants and warrants that it will protect, defend, and hold harmless Comal County, the City of New Braunfels and the City of Garden Ridge, its employees, officers and legal representatives (collectively, "CC/NB/GR") from any and all third party claims, demands, and liability, including defense costs, relating in any way to damages, claims or fines arising by reason of or in connection with the contractor's actual or alleged negligence or other actionable performance or omission of the Contractor in connection with or during the performance of the duties under this agreement.

Contractor further covenants and agrees to protect, defend, indemnify and hold harmless Comal County, the City of New Braunfels and the City of Garden Ridge from all claims, allegations, fines, demands, and damages relating in any way to the actual or alleged joint and/or concurrent negligence of Comal County, the City of New Braunfels, the City of Garden Ridge and the Contractor, whether the Contractor is immune from liability or not.

It is the expressed intention of the parties hereto that the indemnity provided herein is an agreement by the Contractor to indemnify and protect Comal County, the City of New Braunfels and the City of Garden Ridge from their own negligence where said negligence is an alleged or actual concurring proximate cause of any alleged third-party harm.

Records and Documentation

The Contract shall maintain and make available for inspection, audit, or review all records, books, documents, and other evidence directly pertinent to performance of all work under this Contract, including subcontracts, negotiated changes, or amendments thereto, in accordance with generally accepted accounting procedures and practices at the Contractor's place of business. The Contractor shall also make available to the CC/NB/GR, financial information and data used by the Contractor in the preparation or support of the project budget submitted to the HHWC Project Manager. The HHWC Project Manager, Purchasing Director or any duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit review and upon conference with the Contractor, copying, all such information shall be handled by the auditing parties in accordance with good business ethics.

The Contractor agrees to include the above maintenance and availability of records requirements in all contracts and require the inclusion of said requirements in all subcontracts directly related to project performance that are in excess of Twenty-Five Thousand Dollars (\$25,000).

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Rejection and Cancellation

The CC/NB/GR has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.

The CC/NB/GR reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.

The CC/NB/GR reserves the right to waive formalities in proposals, to reject any and all proposals, to evaluate alternative methods or proposals, and to award this contract to the Contractor believed most advantageous to the CC/NB/GR. CC/NB/GR does not guarantee any contract will be awarded as a result of this process. Options to contract for additional events shall be at the discretion of the CC/NB/GR Board. Alternate proposals will be awarded only if advantageous to CC/NB/GR.

Termination

The CC/NB/GR may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from CC/NB/GR. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.

III. ADDITIONAL REQUIREMENTS

The Contractor shall allow CC/NB/GR personnel and/or agents to visit and inspect disposal facility(s).

The Contractor shall not have substantial performance problems or unresolved litigation regarding hazardous waste collection, categorization, packing, manifesting, transportation, and disposal during the past ten (10) years.

IV. ADHERENCE TO STANDARD CONTRACTUAL REQUIREMENTS

The Contractor will be expected to adhere to all standard contractual requirements of the CC/NB/GR which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.

Regulatory Compliance Requirements

The Contractor shall ensure that all hazardous and non-hazardous materials shall be in accordance with Title 30 Texas Administrative Code, Chapter 335 and that all transportation of hazardous and non-hazardous materials shall be in accordance with Department of Transportation Hazardous Material Regulations.

The Contractor shall comply with all state and local requirements of transportation, storage and disposal, including obtaining all necessary permits, licenses and approvals. In this regard, the Contractor, or an approved subcontractor, shall present to the Project

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Manager evidence of being a Texas Commission on Environmental Quality (TCEQ) licensed and registered Hazardous Waste Transporter. The Contractor shall notify the Project Manager of any change in the status of the license or regulation.

License and Permit Requirements

Contractor shall maintain all Federal and State permits for transportation and disposal, facility inspection plans and records, and comply with requirements of the Texas Administrative Code, Code of Federal Regulations, and any other Federal, State, and local regulations associated with the categorization, packaging, manifesting, transporting, and disposal of household hazardous waste, throughout the term of the contract.

All disposal sites utilized by the Contractor under the terms and conditions of this contract shall be licensed by the Environmental Protection Agency (EPA).

Contractor shall maintain a current identification number and current registration with the Texas Commission on Environmental Quality (TCEQ) throughout the term of the contract.

Copies of permits shall be provided at time of submission of proposal.

Certificate of Registration

The selected Contractor must furnish a “Certificate of Registration” which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such registration is obtained from the Texas Secretary of State’s Office, which will also provide the certification thereof.

Unlawful Discrimination Requirements

The CC/NB/GR requires that Contractors do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services.

Affirmative Action Requirements

The Contractor agrees that qualified firms recognized by the State of Texas as Historically Underutilized Businesses shall have the maximum feasible opportunity to participate in the performance of work under this contract.

V. PROPOSAL FORMAT

All proposals submitted must be the original work product of the Contractor. The copying or paraphrasing of the work product of another Contractor is not permitted.

The proposal *must be typewritten and the original signed in blue ink*. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.

The proposal must be signed by the individual(s) legally authorized to bind the Contractor(s) and must contain a statement that the proposal and the prices contained

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therein shall *remain firm for a period of one (1) year subsequent to execution of acceptance of the proposal by CC/NB/GR.*

Proposal Outline and Consent

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Contractors are encouraged to include additional relevant information.

Letter of Transmittal

The letter of transmittal should be limited to one (1) or two (2) pages and should include:

1. A brief statement of the Contractor's understanding of the work to be done;
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Contractor;
3. A statement that the person signing the transmittal letter is authorized to legally bind the Contractor, that the proposal and the fixed prices contained therein shall remain firm for a period of one (1) year subsequent to execution of acceptance of the proposal by CC/NB/GR, and that the proposal will comply with the requirements and arrangements in the RFP; and
4. A statement that the per unit proposed price is the fixed price for the equipment and services enumerated.

Title Page

The title page must include the following:

1. RFP Subject;
2. RFP Number;
3. Name of Contractor;
4. Contact Name;
5. Address of Contractor; and
6. Telephone Number of Contractor.

Contents

The contents should be identified by section, description and page number.

The submittal should include, at a minimum, the following requirements. Contractors are encouraged to add any other information considered relevant.

1. A description of the proposing company, including primary business and experience in hazardous waste management;
2. Submit a list of at least five (5) household hazardous waste projects that were performed by the company. The list should include names and telephone numbers of the clients;
3. Description of Contractor's Safety Record listing all warnings, notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Contractor, transporter, storage facility and/or disposal facility;

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4. Copies of required licenses and permits;
5. The company's most recent financial statement;
6. Qualifications of key personnel assigned to the project;
7. Detailed description of the proposed services;
8. Contingency Plan;
9. Spill and Fire Prevention Plan;
10. Transportation and Disposal Facility List;
11. Submit at least three (3) letters of reference from household hazardous waste projects and/or other similar projects performed;
12. Certificate of Insurance;
13. Proposed cost of services;
14. Statement of indemnification;
15. Statement of compliance with all applicable rules and regulations of Federal, State and Local governing entities; and
16. Statement of compliance with the terms and conditions of this RFP.

Signature(s) On Proposal

The proposal must be signed by a person(s) authorized to legally bind the Contractor.

VI. PROPOSAL SUBMISSION PROCEDURES

Sealed Proposal(s)

The **deadline for the submittal** of sealed proposal(s) is no later than **11:00 AM (CST) on February 15, 2011.**

Failure to submit the required number of copies may result in disqualification from the proposal process. The proposal(s) shall include all information as requested herein. No submissions received after the deadline will be accepted.

Those responding to this solicitation may elect to mail or personally deliver their proposal(s) to Comal County Purchasing Department any time prior to the above stated deadline. Comal County, the City of New Braunfels and the City of Garden Ridge shall bear no responsibility for submitting responses on behalf of any Contractor.

Number of Copies

Three (3) copies of the proposal(s), including one (1) original, signed in ink, are to be submitted in a sealed envelope to:

Ramona Womack, Purchasing Agent
RE: 040-2011-330 Household Hazardous Waste Collection
Comal County Purchasing
1297 Church Hill Dr.
New Braunfels, TX 78130

VII. EVALUATION AND SELECTION PROCESS

The **formal proposal opening** will be conducted in the Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas on February 15, 2011.

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This RFP does not commit CC/NB/GR to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this request.

The CC/NB/GR reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the CC/NB/GR's interest. The CC/NB/GR reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The CC/NB/GR reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

Each respondent will be evaluated on the basis of the following evaluation criteria, which are listed in order of importance below:

1. Conformity to specifications (10 Points);
2. Service and support commitment (10 Points);
3. Experience including years in business and reference checks (5 Points);
4. Company experience in safe packaging, storage, transportation and disposal of household hazardous waste (10 Points);
5. Safety record (5 Points);
6. Pricing (50 Points);
7. Financial strength (5 Points); and
8. HUB participation (5 Points).

VIII. AWARD OF CONTRACT

The successful Contractor will serve as the Primary Contractor for the Collection Day(s). The Contractor will be responsible for contracting and communicating the work to be performed to subcontractors and for channeling other information between the CC/NB/GR and the subcontractors. There will be no subcontracting allowed in this project without the prior written approval from the CC/NB/GR Board. The Contractor must be willing to subcontract services provided free of charge to the CC/NB/GR by responsible contractors. Any subcontracting not specified in the proposal will need prior written approval.

Acceptance of Work

Acceptance of work is to be based on the contractor's submittal of a final report listing the total amount of waste by type and method of disposal and receipt of manifests and certificates of disposal or destruction indicating the fate of all materials collected in the event.

Determination of acceptance of contractor's work will be made by CC/NB/GR. Work shall be completed in a responsible manner in accordance with the terms of the contract.

Invoicing

Comal County will be acting as the primary entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

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Comal County Auditor
Attention: Carol J. Edgett, Project Manager
Household Hazardous Waste Collection
150 N. Seguin, Suite 201
New Braunfels, TX 78130

The CC/NB/GR requires timely and accurate accounting and billing information. All charges must be documented.

IX. DESCRIPTION OF THE COLLECTION PROGRAM

Date of the Proposed HHWC

The proposed date for the CC/NB/GR HHWC one-day event is April 9, 2011. The hours of collection will be from 9:00 a.m. to 3:00 p.m.

Location of Proposed HHWC

The location for the proposed HHWC is New Braunfels Fire Station No. 2, 4120 Loop 337, New Braunfels, Texas. (Map of city and site diagram is included in this RFP.)

Types of Household Hazardous Waste to be Collected/Rejected

The suggested wastes to be collected should include such chemicals as pesticides, paints, auto products, household cleaners, yard care products, etc. Wastes to be rejected will include such chemicals as radiological materials, medical waste, compressed gases, explosives, and unknowns, etc. *Any quantity of HHW greater than three hundred (300) pounds or fifty-five (55) gallons of chemicals (as listed above) per event participant will not be accepted in the CC/NB/GR HHWC.*

CC/NB/GR reserves the right to segregate and recycle the following items:

1. Auto batteries;
2. Dry cell and rechargeable batteries;
3. Motor Oil;
4. Oil filters;
5. Anti-freeze; and
6. Latex paint.

Proposed Date for Collection

The proposed date for the contractor to provide services at the CC/NB/GR facility to dispose of hazardous waste collected is **April 9, 2011**. On this date the contractor will load all hazardous waste and prepare for transport on their transportation.

Preferred Method of Waste Management

The preferred method of waste management is recycling, followed by RCRA incineration or chemical treatment. Priority will be given to the recycling of all wastes deemed appropriate for those uses. Disposal will be used only in those cases in which recycling is not possible. Land disposal is to be minimized to the extent possible. CC/NB/GR for

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proposal the use of non-hazardous landfills. The Contractor shall send the waste to sites they own, and serve as generator for wastes sent to a site owned by another party. In order to protect the CC/NB/GR from liabilities associated with on-site activities, transportation and inherent CERCLA liabilities involving disposal, the Contractor should supply its own labor, transportation and dispose of the waste at its EPA permitted disposal facility. **THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE CC/NB/GR HOUSEHOLD HAZARDOUS WASTE COLLECTION DAYS.**

X. GENERATOR STATUS ACCEPTANCE

The Contractor shall accept legal title to the household hazardous waste and assume all legal responsibility.

The Contractor shall assume that all materials for which the Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).

The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages caused by Contractor's negligent performance of any of the services furnished attributable to the CC/NB/GR, furnished data, or a third party.

XI. CC/NB/GR RESPONSIBILITIES

CC/NB/GR will be responsible for:

1. Coordination of a contingency plan;
2. Providing an on-site manager;
3. Providing a suitable site location and reasonable working space to the Contractor;
4. Providing a bulking area, if required;
5. Providing availability of water, electricity and restrooms;
6. Providing containers for the disposal of non-hazardous waste in the City/County landfill;
7. Providing solid (non-hazardous) waste management; and
8. Traffic control.

XII. PROJECT ADMINISTRATION

The CC/NB/GR Project Manager shall be provided by Comal County.

XIII. SPECIFICATION INTERPRETATION

Contractors, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to the CC/NB/GR.

The specification and product reference contained herein are intended to be descriptive rather than restrictive. The CC/NB/GR is soliciting proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Contractors from recommending alternative solutions offering comparable or better performance or value to the CC/NB/GR.

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Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the CC/NB/GR requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.

Changes in the specifications, terms and conditions of this RFP will be made in writing by the CC/NB/GR prior to the proposal due date. Results of informal meetings or discussions between a potential Contractor and a CC/NB/GR official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

Contractors shall be notified in writing of any changes in the specifications contained in this RFP.

XIV. SCOPE OF WORK

The Contractor shall be responsible for furnishing all equipment, material, and labor required to categorize, package, manifest, transport and dispose of household hazardous waste collected at the Environmental Recycling Center. The Contractor shall be responsible for all costs included in the handling and disposal of all generated waste.

The Contractor shall assume all liability from the time work begins until final disposition, including but not limited to handling at the collection facility and transportation to an EPA approved disposal site.

The Contractor shall categorize, securely package, and manifest waste collected at the facility on a quarterly basis, or as needed, at times and dates mutually agreed upon in writing by both the Contractor and the CC/NB/GR.

The Contractor shall meet with CC/NB/GR staff within thirty (30) days after the commencement of the contract to further determine program administration, detailed program planning, identification of tasks, and required scheduling to accomplish the program task.

The Contractor shall conduct training of CC/NB/GR personnel/volunteers with regard to packaging and manifesting regulations and tasks. Such training shall occur before waste removal operations and during packaging and manifesting periods.

Personnel

The Contractor shall provide properly trained and qualified staff necessary to review, segregate, package, manifest, and transport incoming waste.

The Contractor shall provide certificate, resume and credentials of training for all personnel on sight.

Safety

The Contractor and Project Manager shall monitor the personal safety of their respective personnel within the work area. All operations shall be performed in a safe manner in accordance with Federal and State regulations.

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

The Contractor shall provide its staff and CC/NB/GR personnel/volunteers with appropriate personal protective equipment (PPE) to ensure their safety while handling household hazardous waste.

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

Contractor and CC/NB/GR personnel are required to follow basic protection guidelines, which include but are not limited to the following:

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

Spill Contingency Plan

The Contractor will provide all spill control measures that are necessary to control any type of spill.

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

The Project Manager is responsible for activating the CC/NB/GR Emergency Plan. Under emergency conditions, the Contractor's Project Manager will support and advise the Project Manager. Emergency response guidelines include but shall not be limited to:

- a. Worker Related
 - 1) Contractor Project Manager and any other trained Contractor personnel shall render minor first aid in situations of injury and exposure.
 - 2) In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other

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personnel will be evacuated if necessary. An ambulance shall be contacted and site personnel shall continue first aid treatment until medical personnel arrive.

b. Waste Related

- 1) Waste related incidents shall include but are not limited to: Spill, fire, explosion, chemical reaction and release of toxic gases or vapors.
- 2) In a waste related incident, the Project Manager shall be responsible for assessing the situation and shall initiate action.
- 3) The site will be restricted to emergency responders, Contractor, and CC/NB/GR personnel who are directly related to work within the Household Hazardous Waste Collection Facility.
- 4) Project Manager will notify the required state emergency agencies.

General Site Rules

Eating, drinking, and smoking are strictly prohibited in the Household Hazardous Waste Collection Facility. Exception: Eating and drinking of non-alcoholic beverages will be allowed in the office area or in the fire station bay.

All atmosphere and respiratory devices must meet all the requirements of the specifications for Grade D breathing air as described in the Compressed Gas Association Commodity Specification G-7.-1-1966.

No person will be assigned to a task that requires the use of respiratory protection, until they are trained and determined to be physically capable of using such devices.

Beards, facial hair, and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection (Contractor, CC/NB/GR personnel, visitors, volunteers, and State and Federal representatives.)

The Project Manager shall have the authority to remove anyone from the site, and prohibit reentry should the Project Manager or Contractor determine that the person threatens site safety and/or security.

The Household Hazardous Waste Collection Facility will be closed to public participation during the packaging and loading of hazardous waste.

Collection Procedures

The CC/NB/GR shall be responsible for collecting and accepting household hazardous waste.

The Contractor shall submit a list of materials or classes of materials, if any, that will not be accepted for disposal, and shall describe procedures to be used to determine whether material will be accepted for disposal.

A detailed training outline for each position involved in the on-site collection project shall be submitted. Contractor shall differentiate between the training required for Field Chemists versus the training required for technicians.

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Prime Contractor

The Prime Contractor assumes total responsibility for the quality of work performed, whether undertaken by the Prime Contractor or is subcontracted to another organization.

Subcontractors

Subcontractors will not be allowed in this project unless prior approval has been granted by the CC/NB/GR Board. If subcontractor involvement is required in the use of license, patent or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or provide another process comparable to that which is required and which is acceptable to the CC/NB/GR, all at no additional cost or liability to the CC/NB/GR.

The Contractor will require its subcontractors to sign release and indemnity agreements.

Medical Monitoring

Information regarding employee medical monitoring requirements for employees and volunteers shall also be submitted along with a detailed description of how these requirements are to be met.

Administrative and Clerical Support

The Contractor shall provide clerical support to prepare container content sheets, manifests, notifications, certifications, shipping documents, and reproduction documentation. If required, such support and costs shall be defined in the negotiated contract.

Waste Determination and Identification

The Contractor shall adequately classify and segregate waste for proper transportation and disposal.

The Contractor shall test waste, or have it tested, to the extent necessary for packing and transport according to the United States Department of Transportation (DOT) hazard classes and disposal requirements, and shall provide equipment that will be used on site to identify or categorize waste or to sample waste for subsequent appropriate disposal.

Provisions for Shipping Containers

The Contractor shall provide all containers and packing necessary for the shipping of hazardous waste. Such containers and packaging shall meet disposal requirements and applicable Federal and State regulations.

Other Pre-shipment Tasks

The Contractor shall utilize an inventory control system, which ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment shall be in accordance with applicable DOT regulations regarding packaging, labeling, marking and placarding.

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The Contractor shall check each container of waste for proper labeling and identification. If the container is properly identified, the material shall be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. If the material is not identifiable, the CC/NB/GR will store the waste for subsequent identification and appropriate disposal by the Contractor.

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

All drums shall be packed according to EPA and DOT guidelines for the proper transportation, storage and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and bound with a steel band and bolt, or placed in sealed lightweight vermiculite absorbent sufficient to contain the entire volume of waste. DOT shipping information, hazard labels, EPA codes, and a packing slip shall be put on the drum, and the drums given a specific Contractor code number.

Properly packaged, labeled and manifested drums shall be placed in a trailer for storage prior to transportation to a licensed storage facility. The load shall be transported by trucks that are fully permitted for the transportation of hazardous waste. Shipments must proceed directly to licensed storage facilities or federal permitted hazardous waste disposal sites.

Manifest

The Contractor shall provide the CC/NB/GR with copies of all shipping manifests prior to any shipment leaving the collection site.

Equipment

The Contractor shall provide the following:

1. Tractor-trailer or additional trailers as needed to meet the demand;
2. All packing materials and s;
3. Polyethylene liners when needed;
4. Special safety equipment and gear as deemed necessary by the Contractor to meet with this specification;
5. Special emergency spill response s as deemed appropriate and necessary by the Contractor; and
6. Air Packs

Disposal

The Contractor shall provide for the proper disposition of the collected household hazardous waste products in compliance with all applicable State and Federal regulations.

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

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Any material that is destined for fuels blending, including but not limited to waste oil, oil based paints and solvents, shall not be utilized by any cement kilns.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s). An audit exit conference will afford the Contractor the opportunity to comment on the pertinent portion of the draft audit report. The final audit report will include the written comment(s), if any, of the audited party(s).

All records, books, documents, and other evidence directly pertinent to performance of all work under this Contract, including negotiated changes or amendments thereto shall be retained for a period of three (3) years from date of final settlement. Any records relating to any dispute, litigation, settlement of claims arising out of such performance, costs or items to which an audit exception has been taken shall be maintained and made available for inspection for a period of three (3) years after the date of resolution of such dispute, litigation, claim or exception.

Acceptance of Work

Letters or Certificates of Disposal, demonstrating proper disposal of hazardous waste manifested under this specification shall be provided to the Project Manager at:

Carol J. Edgett, Project Manager
Household Hazardous Waste Collection
150 North Seguin
New Braunfels, TX 78130

With additional copy to:

Ramona Womack
Purchasing Director
Comal County
150 North Seguin
New Braunfels, TX 78130

This documentation shall be provided within ninety (90) days of the date of waste being manifested.

Transportation of Waste

The Contractor shall provide transportation of collected household hazardous waste to the disposal facility.

The Contractor shall submit detailed procedures for normal routing, including the use of a storage facility, from the time the waste leaves the collection site to the site of disposition.

XV. FEE AND PAYMENTS

Invoices shall be submitted in accordance with the unit prices and disposal requirements specified in this agreement.

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Each invoice shall be payable pending submission of Letter(s) or Certificate(s) of Disposal to the CC/NB/GR as specified herein.

XVI. OMISSIONS

It is the intention of this specification to acquire complete categorization, packaging, manifesting, transportation and disposal services for household hazardous waste for the CC/NB/GR. Any services omitted from this specification, which are necessary for the complete operation of this service shall be considered a requirement although not directly specified, identified, or called for in the specification.

XVII. COST PROPOSAL

General Costs

The Contractor shall submit a proposal of cost including:

1. Movement of the disposal team, s and equipment to and from the collection site;
2. On site personnel costs and overtime shall be submitted on a per hour basis and categorized as chemists, technicians, and etc.;
3. Items to be utilized (drums, absorbent materials, labels, manifests and etc.) shall be listed as units required, per unit cost;
4. Personal protective equipment shall be listed as a per unit cost;
5. Safety equipment shall be listed as a per unit cost;
6. Administrative costs for preparation, maintenance and retention of records and other administrative duties;
7. Contractors should provide a price based on the cost of disposal of the hazardous waste at an EPA approved disposal site;
8. Transportation costs of collected wastes to be incinerated, recycled, or land filled shall be listed as a per unit cost (per drum/container), per the following hierarchy categories:
 - a. Recycle, reuse;
 - b. Treatment/Stabilization;
 - c. Haz-Waste incineration;
 - d. Secured Class I Haz-Waste landfill.

Transportation Costs Example

Break out each hierarchy category by unit cost, i.e., 5 gal., 30 gal., 55 gal., yard box, light bulk box/drum and/or fiber containers, etc.

	<u>Disposal Methods</u>	<u>Unit Price</u>	<u>Discount Price</u>
1.1	Incineration		
	Liquid	\$ _____	\$ _____
	Solid	\$ _____	\$ _____
	Lab Pack	\$ _____	\$ _____
1.2	Treatment		
	Liquid	\$ _____	\$ _____
	Solid	\$ _____	\$ _____

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	Lab Pack	\$ _____	\$ _____
1.3	Landfill		
	Bulk	\$ _____	\$ _____
	Lab Pack	\$ _____	\$ _____
1.4	Other _____	\$ _____	\$ _____
	Describe _____		

Note: If “Other” method is given, proposal shall identify and describe method.

Disposal Example

Break out each hierarchy category by unit cost, i.e., 5 gal., 30 gal., 55 gal., yard box, light bulk box/drum and/or fiber containers, etc.

	<u>Disposal Methods</u>	<u>Unit Price</u>	<u>Discount Price</u>
1.1	Incineration		
	Liquid	\$ _____	\$ _____
	Solid	\$ _____	\$ _____
	Lab Pack	\$ _____	\$ _____
1.2	Treatment		
	Liquid	\$ _____	\$ _____
	Solid	\$ _____	\$ _____
	Lab Pack	\$ _____	\$ _____
1.3	Landfill		
	Bulk	\$ _____	\$ _____
	Lab Pack	\$ _____	\$ _____
1.4	Other _____	\$ _____	\$ _____
	Describe _____		

Note: If “Other” method is given, proposal shall identify and describe method.

Miscellaneous cost items should include line items cost for bonds (if applicable), laboratory analysis, waste approval fees, planning assistance, training, or other charges not included above.

XVIII. TIMELY PERFORMANCE

The Contractor must promptly report to the CC/NB/GR Project Manager any conditions, transactions, situations, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.

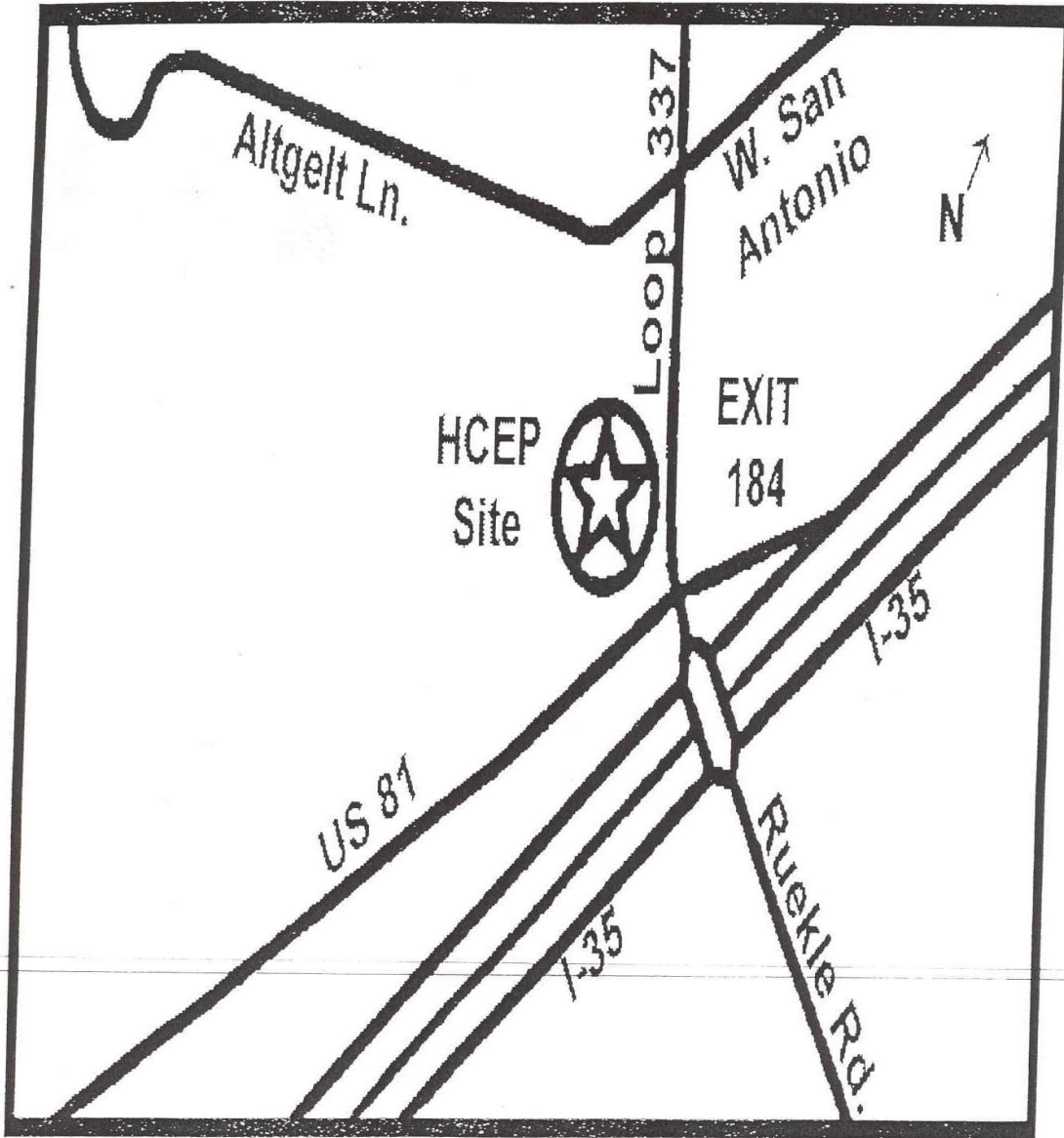
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XIX. ATTACHMENTS:

- A. Map of Collection Site Location
- B. Building Site Plan
- C. Sample Award and Acceptance Letter

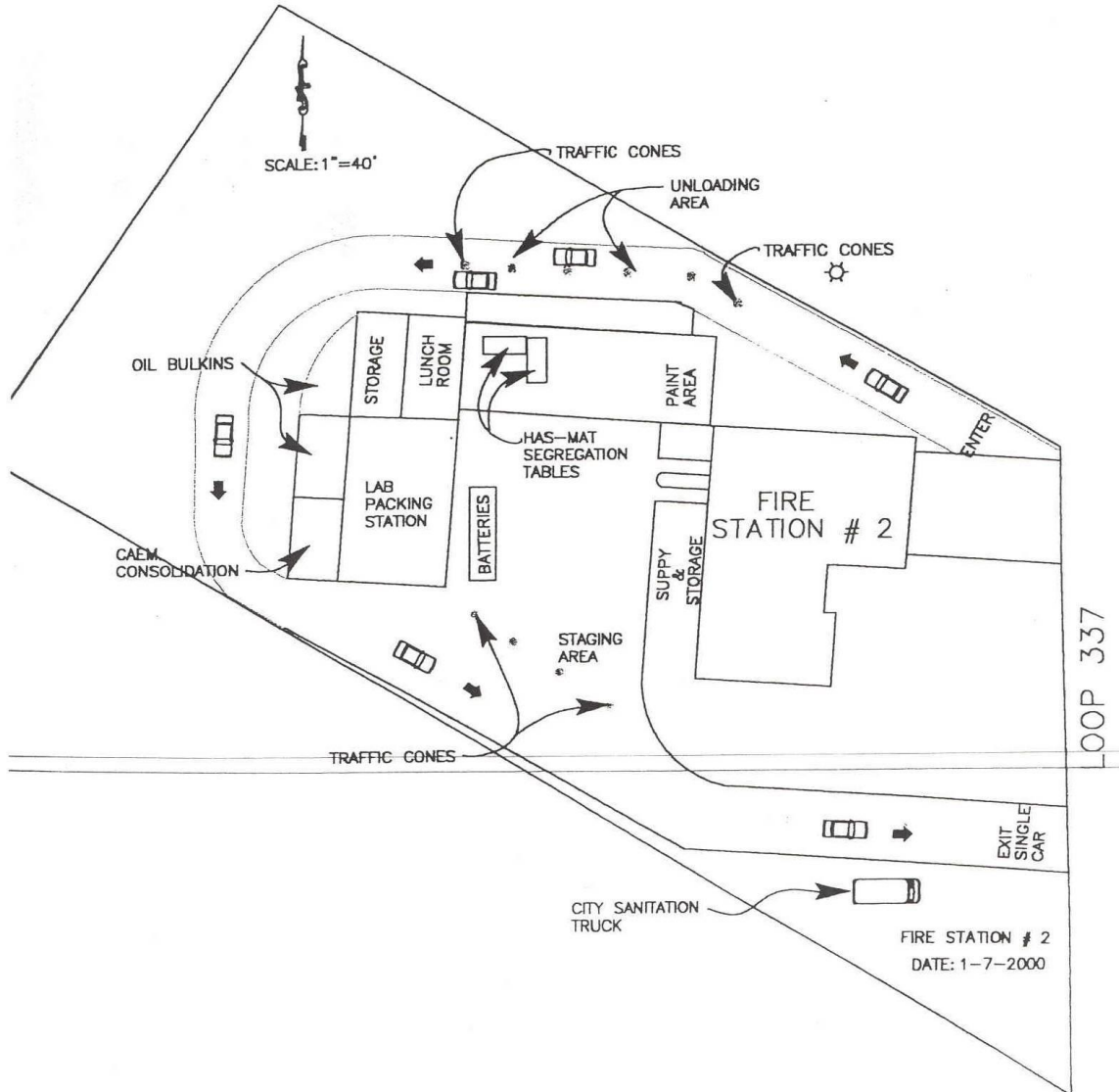
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**Attachment A
Map of Collection Site Location**



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**Attachment B
Building Site Plan**



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**COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact The Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

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**VENDOR REFERENCE INFORMATION SHEET
(PRINT)**

VENDOR FIRM/BIDDER:

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES
HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

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IMPORTANT INFORMATION CHECKLIST

Check off each of the following as the necessary action is completed

- ___ 1. The Offeror Certification been signed and is the first page.
- ___ 2. The Contract is completed and signed.
- ___ 3. The Vendor Reference Information Sheet is complete.
- ___ 4. The price extensions and totals have been checked, if applicable.
- ___ 5. Any required drawings or descriptive literature have been included.
- ___ 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- ___ 7. Any addendums have been signed and are included.
- ___ 8. Conflict of Interest Questionnaire has been signed.
- ___ 9. Bidders/Offerors Affirmation Page has been completed and included.
- ___ 10. The mailing envelope has been addressed to:
Comal County Purchasing Dept.
1297 Church Hill Dr.
New Braunfels, Texas 78130
- ___ 11. The envelopes have been sealed and marked with (a label has been provided or your convenience):

Bid title
Bid number
Opening date
Opening Time

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

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