REQUEST FOR PROPOSAL (RFP)

## Household Hazardous Waste Collection, Transportation and Disposal Project

Issue Date: September 20, 2021

**ACCEPTANCE DATE AND TIME:**  October 15, 2021 by 3:00 PM

**RFP TITLE:** HHW Event

##### ACCEPTANCE PLACE:

South East Texas Regional Planning Commission Attn: Bob Dickinson

2210 Eastex Freeway

Beaumont, Texas 77703

##### MARK ENVELOPE WITH:

Name and Address of Proposing Firm and

“Attention: Transportation & Environmental Resources Division

Request for Proposal for HHW Event Due October 15, 2021”

**PLEASE NOTE**: Requests for information related to this RFP should be directed to: Bob Dickinson

Director, Transportation & Environmental Resources Division 409-899-8444 x7520

409-729-6511

E-mail: [bdickinson@setrpc.org](mailto:bdickinson@setrpc.org)



##### PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified contractor to assist the South East Texas Regional Planning Commission (SETRPC) with the collection, transportation and disposal of household hazardous waste (HHW). SETRPC is seeking to enter into a contract providing for five (5) consecutive, annual one-day HHW collection events. The successful Offeror must demonstrate technical competence and past experience in the collection, transporting and disposal of HHW. The SETRPC will award a contract for all tasks based on the negotiated costs once the successful Offeror is selected based on qualifications.

##### OFFEROR’S MINIMUM QUALIFICATIONS

* Offeror must demonstrate it has the resources and capability to provide the materials and services as described herein.
* Offeror shall submit documentation with its proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for a proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:
  + Offeror must have a minimum of ten (10) years’ experience in the field of HHW collection, transportation and disposal.
  + Offeror must have a minimum of three (3) projects of similar size and scope completed within the past five (5) years.

##### SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein and in the Scope of Services described in Attachment 1. Offeror must be able to provide real world experience in the following data development specialties:

* Federal and state regulations pertaining to HHW
* Knowledge and Experience in HHW disposal
* Experience in transporting HHW
* General Knowledge of HHW

##### PROJECT SCOPE

1. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any of the services outlined below and/or in Attachment 1.
2. The services to be provided under this contract shall include but not be limited to the following:
   1. Evaluations, investigations, analysis, recommendations, cost and time estimates, reports, studies, and preparation of documents.

[ 2 ]

* 1. Professional involvement throughout all phases of the project, including but not

limited to:

* + 1. Analysis of materials collected
    2. Preparation of reports
    3. Preparation for and participation in briefings and presentations as necessary
    4. Processing of invoices for services
    5. Timely processing of project correspondence

1. The contractor shall make every effort to keep the personnel assigned to a task order consistent.
2. Fee/Rate Schedule/Cost Proposal and Disposal Method: Fees established under this contract

shall include:

* 1. Administrative items such as fax transmissions, phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required shall be included in the contractor’s hourly fee/rate for services and shall not be deemed additional services.
  2. Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.
  3. Disposal costs and other charges and fees as proposed in Attachment 2 to be completed, signed and dated by Offeror.

##### CONTRACT TERMS AND CONDITIONS

##### Attachment 3 is a sample contract. A contract with the successful Offeror will, at a minimum, include all Contract Terms and Conditions contained within the sample contract.

##### EVALUATION OF PROPOSALS: SELECTION FACTORS

The “Instructions for Submitting Proposals” sets forth criteria that will be used in the receipt of proposals and selection of the successful Offeror. In addition, the criteria set forth below will be considered.

###### Schedule:

Proposals Due: October 15, 2021

Final Ranking Announcement: October 19, 2021 (tentative; subject to change)

[ 3 ]

###### 

###### 

###### Evaluation Process:

The review and evaluation of each proposal (and subsequent selection) will be made on the basis of the criteria listed below.

1. Waste Management Skills and Technical Expertise (30 Points)
2. Credentials of the Project Team (25 points)
3. Task Understanding (20 Points)
4. Compliance with Contractual Terms (15 points)
5. Overall Quality and Completeness of Proposal (10 points)

Once each proposal has been read and evaluated, a preliminary ranking will be developed. At its

sole discretion, SETRPC *may or may not* conduct interviews with Offerors.

##### INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submission of Proposals:

The proposal must be accompanied by a fully completed Proposal Submission Form as set forth in Attachment 4. The proposal shall indicate the RFP title and date of acceptance. Proposals may either be mailed or hand-delivered to:

South East Texas Regional Planning Commission Attn: Bob Dickinson

2210 Eastex Freeway

Beaumont, Texas 77703

Faxed and e-mailed proposals will NOT be accepted. Questions, Inquiries, and Modifications:

Questions and inquiries, both verbal and written, will be accepted from any and all Offerors. Bob Dickinson, Director of the Transportation and Environmental Resources Division at SETRPC, is the sole point of contact for this RFP unless otherwise instructed herein. Unauthorized contact with SETRPC staff regarding this RFP may result in the disqualification of the Offeror. Inquiries pertaining to this RFP must give the RFP title and Acceptance Date. Material questions will be answered in writing with an addendum. All questions must be received at least ten (10) days in advance of the Acceptance Date.

SETRPC may also modify the RFP, no later than 48 hours prior to the Acceptance Date and Time for submission of proposals, by issuance of an addendum.

Each addendum will be numbered consecutively beginning with Addendum No. 1 and posted on the SETRPC website. Offerors must attach all addenda to the proposal. It is the responsibility of all Offerors to ensure that they have received all addenda.

[ 4 ]

Completion:

Proposals must show the number of calendar days required to complete the project or services under normal conditions.

Open Records:

Proposals shall be available and open for public inspection after the contract is awarded. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by SETRPC to the extend allowable pursuant to the Texas Open Records Act.

Ownership of Proposal:

Proposals become the property of SETRPC and will not be returned to the Offerors.

Authority to Bind Firm in Contract:

Proposal must give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing proposal must show title or authority to bind the firm in a contract. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

* If a sole proprietorship, the owner may sign.
* If a general partnership, any general partner may sign.
* If a limited partnership, a general partner must sign.
* If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.
* If a regular corporation, the CEO, President or Vice-President must sign.
* Others may be granted authority to sign; however, SETRPC requires that a corporate document authorizing him/her to sign be submitted with proposal.

Preparation and Submission of Proposals:

1. Proposals shall be signed in ink by the individual or authorized representative of the Offeror.
2. All Attachments (2, 4, 5, 6, 7 and 8) to the RFP requiring execution by the Offeror are to be returned with the proposal.
3. Proposals must be received by SETRPC prior to 3:00 p.m. Central Standard Time on October 15, 2021. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow sufficient mail time to ensure receipt of their proposals by SETRPC by the Acceptance Date and Time. Proposals or unsolicited amendments to proposals received by SETRPC after the Acceptance Date and Time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

[ 5 ]

1. Offeror shall submit one (1) original and six (6) copies of its proposal to SETRPC. The original proposal shall be clearly marked.

Withdrawal of Proposals:

1. Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the Offeror received by SETRPC at the address shown for submitting proposals prior to the time and date fixed for acceptance of proposals.
3. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time and date fixed for acceptance of the proposals.

Subcontractors:

Offeror shall include a list of all subcontractors with its proposal. Proposal shall also include a statement of the subcontractors' qualifications. SETRPC reserves the right to reject the successful Offeror’s selection of subcontractors for good cause. If a subcontractor is rejected, Offeror may replace that subcontractor with another subcontractor subject to the approval of SETRPC. Any such replacement shall be at no additional expense to SETRPC nor shall it result in an extension of time without SETRPC’s written and signed approval.

Late Proposals:

Any late proposal will be returned to Offeror *UNOPENED* if Offeror title, acceptance date and Offeror’s return address is shown on the delivery package.

Rights of SETRPC:

SETRPC reserves the right to award this contract in accordance with the applicable laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, to reject any or all proposals in whole or in part, and to award the contract to best serve the interest of SETRPC.

Proposed Changes to Scope of Services:

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. SETRPC reserves the right to accept or reject any proposed change to the Scope of Services.

Work Plan:

Offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed. All deliverable items should be identified and described.

[ 6 ]

Miscellaneous Requirements:

1. SETRPC will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
2. Offerors submitting a proposal in response to this RFP *may* be required to make an oral presentation of their proposal. SETRPC will schedule the time and location for such presentation.
3. Selected contents of the proposal submitted by the successful Offeror to this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with SETRPC.
4. SETRPC reserves the right to accept or reject, in whole or in part, or negotiate any response it receives to this RFP.

Notice of Award:

The successful Offeror will be notified in writing.

W-9 Form Required:

Offeror shall submit a completed W-9 form with its proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to Offeror. A copy of this form can be downloaded from [http://www.irs.gov/pub/irs-pdf/fw9.pdf,](http://www.irs.gov/pub/irs-pdf/fw9.pdf) and is attached hereto as Attachment 5.

Conflict of Interest Questionnaire Required:

HB 914 Conflict of Interest Questionnaire: Texas House Bill 914, codified as Chapter 176 of the Local Government Code, requires Bidders/Offers contracting or seeking to do business with SETRPC to file a conflict of interest questionnaire (CIQ). The required questionnaire is located at the Texas Ethics Commission website (<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>) and a copy is attached hereto as Attachment 6. The CIQ must be completed and submitted with the proposal. Offerors who do not include the CIQ with their proposal may be disqualified from consideration by SETRPC.

Bidder/Offeror Affirmations Required:

Each Offeror shall submit a completed Bidder/Offeror Certification, attached hereto as Attachment 7.

[ 7 ]

Insurance Coverage:

Offeror shall include with its proposal a copy of its current Certificate of Insurance that illustrates the current types and levels of coverage Offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for SETRPC.

##### PROTEST PROCEDURES

Any actual or prospective Offeror who is aggrieved in connection with this procurement may file a grievance. The grievance may be filed at any phase of the procurement. In order for Offeror to enter the grievance process, a written complaint must be sent to the SETRPC contact person named above by certified mail within seven (7) calendar days of the contract award which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the grievance.
4. Supporting exhibits, evidence and/or documents to substantiate the grievance.

The grievance must be based on an alleged violation of SETRPC’s Procurement Procedures, a violation of State or Federal law (if applicable), or contract agreements to which SETRPC is a party. Failure to receive a procurement award from SETRPC in and of itself does not constitute a valid grievance. Upon receipt of a grievance, the SETRPC contact person will initiate the expedited resolution process.

##### COMPLIANCE WITH FEDERAL REGULATIONS

The successful Offeror will be required to comply with, in addition to other provisions of this RFP, the conditions required by all applicable Federal and State regulations as detailed in Attachment 8, including the following:

Civil Rights Requirements

The following requirements apply to the awarded contract.

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law, the successful Offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the successful Offeror agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

[ 8 ]

* 1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the successful Offeror agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C., 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The successful Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful Offeror agrees to comply with any implementing requirements FTA may issue.
  2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the successful Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Offeror agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the successful Offeror agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Offeror agrees to comply with any implementing requirements FTA may issue.

##### HUB BEST PRACTICES

SETRPC shall ensure that small, minority, disadvantaged and women-owned businesses are considered for acceptance whenever possible by:

* choosing the HUB organization in the case of tie bids;
* soliciting these businesses whenever they are potential sources;
* when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
* if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women’s businesses to participate; and

[ 9 ]

* using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Successful Offeror is encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include:

* utilizing the Texas Comptroller of Public Accounts website [http://www.window.state.tx.us/procurement/cmbl/cmblhub.html;](http://www.window.state.tx.us/procurement/cmbl/cmblhub.html)
* utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce; and
* advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

###### Attachments and Appendices

Please fill out and sign the following forms:

* + Attachment 2 - Cost Proposal and Disposal Method
  + Attachment 3 – Sample Contract
  + Attachment 4 - Proposal Submission Form
  + Attachment 5 - IRS W-9 Form
  + Attachment 6 - Conflict of Interest Questionnaire
  + Attachment 7 - Bidder/Offeror Certification
  + Attachment 8 – Compliance Form
  + Appendix A - Other relevant information, as desired by firm (to be prepared and attached by Offeror if desired)

DO NOT alter any Attachments.

[ 10 ]

Attachment 1

Scope of Services

### SCOPE OF SERVICES

*“This Scope of Services is a general guide to but shall not serve as an all-inclusive list of work necessary to complete the project.* ***Final project scope shall be established through consultation with the successful offeror.”***

###### Scope of Services

The intent of this RFP is to procure the collection, transportation and disposal of HHW within the four (4) counties of Jefferson, Jasper, Hardin and Orange which comprise the SETRPC region. Proposals for any area less than the SETRPC Region will not be accepted.

This scope involves provision of HHW collection, transportation and disposal services for five

1. consecutive, annual one (1) day HHW collection events to be held beginning in the Spring of 2022.

No minimum quantities of wastes are guaranteed by SETRPC.

Offerors are advised that SETRPC will serve as the designated purchasing agent for collection events. The successful Offeror under contract with SETRPC shall be responsible for the collection, transportation, and disposal of HHW from the collection events according to the requirements of these specifications, the contract with SETRPC, and the purchase order issued from the SETRPC, as well as all applicable federal, state, and local laws. The successful Offeror will not collect waste directly from SETRPC.

###### Duties of the Contractor

The successful Offeror will serve as the Primary Contractor. The primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected HHW. There will be no subcontracting allowed in this program without prior approval from SETRPC.

###### Documentation

* 1. Primary Contractor shall provide copies of all manifests to the SETRPC within thirty (30) days of each one (1) day collection event.
  2. Primary Contractor shall provide Certificates of Disposal/Destruction to the SETRPC that indicate the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility.
  3. Primary Contractor shall submit documentation packets to SETRPC on all events within sixty (60) days of each event which includes the following information:
     1. Date and location of collection
     2. Pounds of material collected
     3. Number of households that participated
     4. Total cost of collection, transportation and disposal
     5. Handling method by pounds and percentage of waste collected (i.e. recycling, fuels blending, incineration, landfilling, etc.)

###### Invoicing

Primary Contractor shall submit requests for payment to SETRPC within forty-five (45) calendar days after the collection event is completed. SETRPC will forward payments to Primary Contractor within thirty (30) calendar days subject to having received accurate invoices accompanied by detailed supplements and other backup documents.

###### Accelerated Pay Discounts

Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, SETRPC reserves the right to include discounts as part of the award criteria. Prices proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

###### SCENARIO 1: One-Day Collection Event

Note - Items 1 through 6 should be included in per-container pricing where possible.

1. Planning and Assistance - The Primary Contractor shall, at the request of the SETRPC, provide staff experienced or trained to the satisfaction of the SETRPC to attend meetings with the SETRPC to review proposed collection site procedures or otherwise assist SETRPC staff in planning the collection events. Assistance may include coordination of a contingency plan and submission of required notices to Texas Commission on Environmental Quality (TCEQ).
2. On-site Labor – The Primary Contractor shall provide required personnel. The Primary Contractor and the SETRPC will determine specific personnel needs prior to the collection events. Offerors should be prepared to provide on-site labor for the following:

* Chemists, appropriately trained for oversight of collection, sorting, packing and transport of collected materials;
* Technicians, appropriately trained for collection, sorting, packaging and transportation of collected materials;
* Personnel capable of traffic control, surveying and educational material distribution;
* Laborers for site set-up, tear-down and other unskilled tasks; and
* Site security.

1. Disposal - Offerors should provide pricing based on the cost of the disposal of the waste at an **EPA-approved** treatment, recycling or disposal site. Offerors should also provide a listing of treatment, recycling or disposal methods to be used on Attachment 2, Cost Proposal and Disposal Method.
2. Transportation - Offerors should include cost of drum/container transportation for waste materials.
3. Supplies - Offerors should be prepared to provide the following (please indicate which supplies, if any, would require a charge separate from the per-container pricing):

* Drums/liners
* Meter boxes
* Absorbents
* Plastic sheeting
* Tents for shelter and/or storage space
* Forklifts
* Pallets
* Pallet jacks
* Containers for the disposal of non-hazardous waste
* Containers for collection of non-hazardous materials which can be recycled
* Appropriate signage
* Tables and chairs for shelter area(s)
* Temporary portable restroom facilities
* Traffic control devices and safety cones
* First aid supplies

1. Analysis - Offerors should include costs related to the analysis of unknown materials.
2. Mobilization, Demobilization and On-Site Equipment which will not be included in per container pricing:

* The movement of the disposal team plus supplies and equipment to package wastes at the collection site
* Set-up and decommission of the collection site
* Personal protective equipment
* Administrative costs
* Safety equipment
* Inspection of site, day after event, to ensure site is clean
* Procedures for handling non-acceptable wastes

###### SETRPC Responsibilities

SETRPC will be responsible for the following:

* Coordination of collection activities with Primary Contractor
* Suitable site location for collection events
* Promotion of collection events
* Educational materials
* Submittal of post-collection data reports to TCEQ
* Recruitment and coordination of volunteers
* Coordination with local police, fire, EMS and other appropriate agencies
* Provision of emergency contact information

Attachment 2

Cost Proposal and Disposal Method

**COST PROPOSAL AND DISPOSAL METHOD**

NOTE: For all categories, please list actual price; do not list as “No Charge” or “Included with Disposal Costs”.

**Mobilization, Demobilization, and On-Site Equipment**

On-site labor (per hour) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chemists $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technicians $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Transportation**

Incineration

55-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cubic yard boxes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landfill

55-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cubic yard boxes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Neutralization

55-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cubic yard boxes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recyclable Materials

55-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cubic yard boxes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Others, if needed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Supplies** (per unit cost)

Drums New Reconditioned

85-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

55-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

30-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon pail $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5-gallon drum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cubic yard boxes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Absorbents**

Corn cob $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bentonite $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cellulose $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plastic sheets (per roll) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tents (per unit/per day) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Forklifts (per day) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pallets (per unit) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pallet jacks (per unit) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Oil Dry $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Saw Dust $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Containers for non-hazardous waste disposal (per unit) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Containers for non-hazardous waste recycled (per unit) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signage $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Traffic control devices and safety cones $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First aid supplies $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Portable restroom facilities (per unit) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Analysis (as needed)**

Unknown lab pack Fingerprint Test $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full analysis for incineration $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TCLP test for landfill $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**List Manpower quality and price:**

Project Manager $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chemists $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technicians $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technical Assistants $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobilization fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE FIRM OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Person Authorized to Bind the Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Disposal** – *All waste will be weighed prior to packaging and the resultant weight will be considered the “net weight”. Each waste type has at least one disposal option listed. Where disposal options exist, the subcontractor will select the option to be utilized prior to collection. Unless otherwise indicated, list the price per net pound for each waste type.*

**DISPOSAL COST OPTIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **WASTE CATEGORY** | **WASTE MANAGEMENT METHOD\*** | **WASTE HANDLING METHOD\*\*** | **COST PER**  **POUND** |
| **FLAMMABLES** |  |  |  |
| Flammable Liquids |  |  |  |
| Bulked Flammable Liquids^ |  |  |  |
| Flammable Solids |  |  |  |
| Oil-Based Paints |  |  |  |
| Reactive |  |  |  |
| **POISONS (**excluding aerosols**)** |  |  |  |
| Pesticides |  |  |  |
| Others |  |  |  |
| **CORROSIVES** |  |  |  |
| Inorganic Acids |  |  |  |
| Organic Acids |  |  |  |
| Inorganic Bases |  |  |  |
| Organic Bases |  |  |  |
| **OXIDIZERS** |  |  |  |
| Neutral Oxidizers |  |  |  |
| Organic Peroxides |  |  |  |
| Oxidizing Acids |  |  |  |
| Oxidizing Bases |  |  |  |
| Solid Oxidizers |  |  |  |
| Others |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **AEROSOLS** |  |  |  |
| Corrosive Aerosols |  |  |  |
| Flammable Aerosols |  |  |  |
| Poisonous Aerosols |  |  |  |
| Aerosol Cans |  |  |  |
|  |  |  |  |
| **Oil-based Paints** |  |  |  |
| **Latex Paints** |  |  |  |
| **Antifreeze^** |  |  |  |
| **Alkaline Batteries** |  |  |  |
| **Lead Acid Batteries** |  |  |  |
| **Lithium Batteries** |  |  |  |
| **Nicad Batteries** |  |  |  |
| **Mercury (Metallic)** |  |  |  |
| **Propane Cylinder^^** |  |  |  |
| **Dichloropropionanilide** |  |  |  |
| **Fire Extinguishers** |  |  |  |
| **Gasoline and Water** |  |  |  |
| **Helium Cylinder** |  |  |  |
| **Monochlorodifluoromethane** |  |  |  |
| **R-22 Refrigerant** |  |  |  |
| **Used Diesel Fuel** |  |  |  |
| **Used Diesel Oil** |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Fluorescent Bulbs/Tubes** |  |  |  |
| **NON-HAZARDOUS (MISC.)** |  |  |  |

^ - price per gallon **\* Waste Management Methods: \*\* Waste Handling Method:**

^^ - price per unit RC – Recycling LB – Lab Pack NE – Neutralization Bu – Bulk FB – Fuel Blending GB – Gaylord Box IN - Incineration LO – Loose Pack

LF – Landfill

Attachment 3

Sample Contract

**SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION**

**CONTRACT FOR THE HOUSEHOLD HAZARDOUS WASTE COLLECTION, TRANSPORTATION AND DISPOSAL PROJECT**

THIS AGREEMENT is dated as of the , 2021, by and between South East Texas Regional Planning Commission (hereinafter “SETRPC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “CONTRACTOR”).

SETRPC and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR agrees to conduct five (5) consecutive, annual one-day collections events which provide household waste collection, transportation and disposal services for Jefferson, Hardin, Orange and Jasper counties and shall complete all Work as specified or indicated in the Household Hazardous Waste Collection, Transportation and Disposal Program Request for Proposal (hereinafter “RFP") issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021. The Work is generally described as follows:

Collection, handling, treatment, packaging, transportation and disposal of appropriate waste which will be collected at a specified site.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACTOR shall participate in planning and assistance of collection events as described in the Scope of Services. CONTRACTOR shall provide required personnel and on-site labor as described in the Scope of Services. CONTRACTOR will collect, handle, treat, package, transport and dispose of accepted waste within time frame provided in the Scope of Services. CONTRACTOR will be paid upon approval of submitted invoices following each collection event pursuant to the Scope of Services.

**ARTICLE 2. CONTRACT TIMES**

2.1. The Work will be fully complete and ready for final payment in accordance with the Scope of Services.

**ARTICLE 3. CONTRACT PRICE**

3.1. Based on the agreed bid as submitted, SETRPC shall pay CONTRACTOR upon approval of submitted invoices with required documentation following each collection event pursuant to the Scope of Services.

**ARTICLE 4. PAYMENT PROCEDURES**

CONTRACTOR shall submit invoices in accordance with the Scope of Services. Invoices will be processed by SETRPC as provided in the Scope of Services. Invoices for services will be approved and processed after SETRPC reviews submitted invoice and required documentation.

**ARTICLE 5. CONTRACTOR’S REPRESENTATIONS**

CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents.

5.2. CONTRACTOR has become familiar with, and is satisfied as to, the conditions that may affect cost, progress, performance or furnishing of the Work.

5.3. CONTRACTOR is familiar with and understands all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

5.4. CONTRACTOR has correlated the information known to CONTRACTOR, including reports and requirements identified in the Contract Documents.

5.5. CONTRACTOR has given SETRPC written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents. The written resolution by SETRPC is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.6. CONTRACTOR hereby ratifies and attests to all certifications and deliverables it has provided to SETRPC during the RFP process and agrees to give prompt written notice to SETRPC if there is any material change in the certifications or deliverables.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between SETRPC and CONTRACTOR concerning the Work consist of the following:

6.1. This Agreement

6.2. CONTRACTOR’s submitted Proposal, including required executed attachments

6.3 RFP, including all attachments and appendices

6.4. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the Scope of Services.

There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified or supplemented only as provided in the Scope of Services.

**ARTICLE 7. MISCELLANEOUS**

7.1. Notwithstanding any provisions relating to assignment in the Uniform Commercial Code, no delegation by a party hereto of any duties or obligations nor assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to an extent that the effect of this restriction may be limited by superseding law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2. SETRPC and CONTRACTOR each binds itself, its partners, successors, assigns and representatives to the other party hereto, its partners, successors, assigns and representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.3. The parties hereby agree that this Agreement does not waive SETRPC’s sovereign immunity relating to suit, liability, and the payment of damages. The parties further agree that all claims, suits or obligations arising under or related to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

7.4. Any provision of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon SETRPC and CONTRACTOR, which agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.5.        CONTRACTOR acknowledges and agrees that because this Agreement has been procured, executed, and will be administered in Jefferson County, Texas, and that payment for same is to be made in Jefferson County, Texas, the Agreement is at least partly performable in Jefferson County. CONTRACTOR acknowledges and agrees that exclusive venue for any cause of action arising from the performance or nonperformance of this Agreement, or from the activities associated with the performance of this Agreement, whether sounding in contract or in tort, by statute or at common law, and whether legal or equitable, will be solely in Jefferson County.  If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one such county is Jefferson County, the CONTRACTOR hereby agrees to exclusive venue in Jefferson County.  This provision does not waive SETRPC's sovereign immunity or any statutory or common law bars or limitations of liability which may be otherwise available to SETRPC.

7.6. Any notice issued pursuant to these Contract Documents shall be addressed to the respective party at the addresses set out below, or at such other address as they have theretofore specified by written notice. Such notices shall be sent via facsimile, by certified mail, return receipt requested, or shall be delivered in hand and a receipt provided thereof.

IN WITNESS WHEREOF, SETRPC and CONTRACTOR have signed two (2) originals of this Agreement. One counterpart of each original has been delivered to CONTRACTOR and one counterpart has been delivered to SETRPC.

This Agreement will be effective on , 2021 (which is the Effective Date of the Agreement).

**SOUTH EAST TEXAS REGIONAL**

**PLANNING COMMISSION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) (Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Date)

Attachment 4

Proposal Submission Form

##### HOUSEHOLD HAZARD WASTE COLLECTION

##### TRANSPORTATION AND DISPOSAL

##### PROPOSAL SUBMISSION FORM

THE FIRM OF:

ADDRESS:

FEIN:

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that it has received all addenda.

##### ITEM:

1. References.
2. Addenda, if any.
3. One (1) original and six (6) copies.
4. Proposal Response Information.
5. Executed Attachments 2, 4, 5, 6, 7 and 8
6. Certificate of Insurance.

Person to contact regarding this proposal: Title: Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of person authorized to bind the Firm:

Signature

Date

Acceptance Date and Time: , 2021 at

Attachment 5

IRS W-9 Form

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Form **W-9**  (Rev. October 2018)  Department of the Treasury Internal Revenue Service | | | **Request for Taxpayer Identification Number and Certification**  ▶ **Go to** [***www.irs.gov/FormW9***](http://www.irs.gov/FormW9)**for instructions and the latest information.** | | | | | | | | **Give Form to the requester. Do not send to the IRS.** | | | | | |
| **Print or type.**  See **Specific Instructions** on page 3. | **1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | | | | | | | | | | | | |
| **2** Business name/disregarded entity name, if different from above | | | | | | | | | | | | | | | |
| **3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶  **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  Other (see instructions) ▶ | | | | | | | **4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)  *(Applies to accounts maintained outside the U.S.)* | | | | | | | | |
| **5** Address (number, street, and apt. or suite no.) See instructions. | | | Requester’s name and address (optional) | | | | | | | | | | | | |
| **6** City, state, and ZIP code | | |
| **7** List account number(s) here (optional) | | | | | | | | | | | | | | | |
| **Part I** | | **Taxpayer Identification Number (TIN)** | | | | | | | | | | | | | | |
|  | | | | | **Social security number** | | | | | | | | | | | |
|  |  |  | | **–** |  |  | **–** |  |  |  |  |

*TIN,* later. **or**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Employer identification number** | | | | | | | | | |  |
|  |  | **–** |  |  |  |  |  |  |  |
| **Part II** | **Certification** | | | | | | | | | | | |

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

**Signature of**

**U.S. person** ▶

**Date** ▶

**General Instructions**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)

Cat. No. 10231X Form 1099-DIV (dividends, including those from stocks or mutual funds)

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

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

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

Form **W-9** (Rev. 10-2018)

Attachment 6

Conflict of Interest Questionnaire

FORM CIQ

|  |  |  |
| --- | --- | --- |
| **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.**   1. 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   1. 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 | | |

Attachment 7

Bidder/Offeror Certification

##### BIDDER/OFFEROR CERTIFICATION

SETRPC requires Respondents to affirm their compliance with state and federal laws. Respondent affirmations become part of the procurement and are binding terms and conditions of any resulting contract, purchase order, or Respondent agreement. Any misrepresentation or false statement is a breach of contract which shall void or make voidable any solicitation or resulting contract. Respondent shall affirm all of the following:

1. The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
2. The Respondent has not received compensation from SETRPC for participation in the preparation of specifications for this procurement.
3. The Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified grant or contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
4. The Respondent shall defend, indemnify and hold harmless SETRPC and all of its officers and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities arising out of, connected with, or resulting from any acts or omissions of the Respondent, employee, subcontractor, or supplier of contractor in execution or performance of the contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder/Offeror

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Printed/Typed Name of

Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Title of Authorized Representative

Attachment 8

Compliance Certification Form

**ATTACHMENT 8: COMPLIANCE CERTIFICATION FORM**

In submitting this Certification, the undersigned certifies on behalf of his firm and any proposed subcontractors as follows:

* + 1. Proposal Validity: If this proposal is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified.
    2. Restriction on Lobbying Certification: Any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.
    3. Non-Collusion: Has made this Statement of Certification independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Statement of Certification with any other firm or with any other competitor.
    4. Affirmative Action/DBE: Is in compliance with the Common Grant Rules affirmative action and Department of Transportation’s Disadvantaged Business Enterprise requirements.
    5. Non-Conflict: Represents and warrants that no employee, official, or member of SETRPC is or will be pecuniary benefited directly or indirectly in this Contract.
    6. Non-Inducement: The undersigned hereby certifies that neither the firm nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of SETRPC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
    7. Debarment and Suspension Certification: Certifies that it is not included on the U.S. Comptroller General’s Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards and provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
    8. Integrity and Ethics: Has a satisfactory record of integrity and business ethics in compliance with 49 U.S.C. Section 5325(j)(2)(A).
    9. Public Policy: Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5235(j)(2)(B).
    10. Administrative and Technical Capacity: Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
    11. Licensing and Taxes: Is in compliance with applicable licensing and tax laws and regulations.
    12. Financial Resources: Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j)(2)(D).
    13. Production Capability: Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
    14. Timeliness: Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
    15. Performance Record: Is able to provide a satisfactory current and past performance record.

|  |  |  |
| --- | --- | --- |
| Signature |  | Printed Name |
| Title |  | Date |