



# REQUEST FOR PROPOSAL

For

## **Countywide Solid Waste Collection Services**

Cameron County, Texas



**RFP # 230401**

## Table of Contents

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Cameron County Proposal Submittal Instructions .....	1
Check List .....	2
Instructions for Submitting RFPs.....	3
Labor Liability/Wage and Hour Laws .....	8
TWCC Rule 110.110 Workers' Compensation Insurance Coverage.....	9
Terms and Conditions .....	11
 Section 1   Introduction to RFP .....	19
RFP Release.....	19
Mandatory Pre-Proposal Conference .....	19
Procurement Schedule .....	19
 Section 2   County Information .....	20
Introduction.....	20
Background and Demographics .....	20
Current Residential Solid Waste Collection Services.....	20
Requested Services .....	22
Term.....	22
Residential Solid Waste Collection Services .....	22
Customer Service .....	23
Public Education .....	23
Billing .....	23
Service Areas .....	23
Summary of RFP.....	23
 Section 3   General Instructions .....	24
Non-Standard Forms and Proposal Corrections.....	24
Acceptance or Rejection of Proposals .....	24
Single Proposal .....	24
Evaluation Procedure .....	24
Evaluation Criteria.....	25
Qualification Criteria .....	25
Company Qualifications.....	25
Staff Qualifications.....	25
Municipal References .....	25
Technical Criteria.....	26
Collection Method and Operations .....	26
Customer Service and Community Services .....	26
Implementation Plan.....	26
Financial Criteria.....	26
Financial Background.....	27
Financial Stability.....	27

## Table of Contents (cont.)

Financial Method.....	27
Contractual Criteria.....	27
Weighting of the Evaluation Criteria.....	28
Section 4   Proposal Preparation Instructions .....	29
Mandatory Pre-Proposal Conference .....	29
Proposal Content.....	29
Proposal Alternatives.....	31
Section 5   Proposal Forms .....	32
Form A Proposer’s Statement of Organization.....	33
Form B Collection Containers .....	34
Form C Exceptions to Agreement.....	35
Form D Cost Proposal Forms .....	36
Form E Residential Service Rates.....	37
Form F Brush / Bulky Items .....	38
Attachment A.....	39
Attachment B .....	40
Attachment C .....	41
Attachment D.....	42
Attachment E .....	43
Attachment F.....	44
Attachment G.....	46
Nepotism Chart.....	48
Attachment H.....	49
Attachment I .....	51
Attachment J (License Agreement).....	52



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP TITLE: COUNTYWIDE SOLID WASTE COLLECTION SERVICES – RESIDENTIAL**

**RFP NUMBER # 230401**

**DATE DUE: MAY 9, 2023**

**DUE NO LATER THAN 3:00 P.M.**

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 3:01 p.m. (as per Purchasing Dept. time clock) on deadline due date.

Please return RFP **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY")** sets and **an electronic (PDF format file only)** of your qualification statement for review by evaluation committee in a sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

**RETURN RFP TO:**

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**  
**1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520.**

**MANDATORY PRE- PROPOSAL CONFERENCE** is scheduled to be held on **MONDAY, April 17, 2023, at 3:00 p.m.** at the Commissioners' Court Room, 1100 E. Monroe St., Dancy Courthouse 2<sup>nd</sup> Floor, Brownsville, TX 78520. Failure of a prospective Proposer to attend the mandatory pre-proposal conference will disqualify that prospective proposer.

**Proposal questions/clarifications must be submitted by: Friday, April 21, 2023 before 5:00P.M.**

(e-mail to [Ignacio.amezcua@co.cameron.tx.us](mailto:Ignacio.amezcua@co.cameron.tx.us) or fax 956-550-7219 attention, Ignacio Amezcua, Purchasing Agent)

For additional information or to request addendum email: Ignacio Amezcua, Roberto Luna and/or Dalia Loera at (956) 544-0871,

E-mail [purchasing@co.cameron.tx.us](mailto:purchasing@co.cameron.tx.us)

Addendum: The proposer(s) shall sign any addendum to this RFP that may be issued by the County and attach it to the proposal in order to have the proposal considered.

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

**All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, mailout)

**SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Is Proposer's principal place of Business within Cameron County? Yes - No**

**If yes what City:** \_\_\_\_\_

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

**Responders must sign each bid/proposal page to ensure you have read each page's information, terms, conditions and/or required forms. Failure to sign or initial each bid page will disqualify the BID/PROPOSAL offer.**

## CHECK LIST

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- ☒ **Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- ☒ **Instructions to Proposers**  
You should be familiar with all of the Instructions to Proposers.
- ☒ **Special Requirements**  
This section provides information you must know in order to make an offer properly.
- ☒ **Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

### Attachments

- ☒ **Attachments A, B, C, D, E, F, G, H, & I**  
Be sure to complete these forms and return with packet.
- ☐ **Minimum Insurance Requirements**  
Included when applicable
- ☐ **Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- ☐ **Financial Statement**  
When this information is required, you must use this form.

### Other - Final reminders to double check before submitting RFP

- ☐ Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- ☐ Did you complete, sign and submit page 1?
- ☐ Did you provide the number of copies as required on the cover page?
- ☐ Did you visit our website for any addendums? <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

If not interested in responding please let us know why e-mail to: [Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

# COUNTYWIDE SOLID WASTE COLLECTION SERVICES – RESIDENTIAL RFP # 230401

## INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: <https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/>

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to RFP's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to RFP will not apply.

Sign the Vendor's Affidavit Notice, complete answers to **Attachments A, B, C, D, E, F, G, H, I, and** return all with your RFP.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

#### **For vendor or other person doing business with local governmental entity**

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

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government 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 violates Section §176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

**can be downloaded at the following web site:**

[https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict\\_of\\_Interest\\_Questionnaire\\_New\\_2015\\_.pdf](https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015_.pdf)

### **DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf>

**TEXAS ETHICS COMMISSION FORM 1295**

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: <https://www.cameroncounty.us/vendors-tec-form-1295/>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

**PLEASE NOTE CAREFULLY**

THIS IS THE **ONLY APPROVED INSTRUCTION** FOR USE ON SUBMITTING YOUR REPONSE

1. **ORIGINAL (marked "ORIGINAL") AND SEVEN (7) COPIES (marked "COPY") sets and an electronic (PDF format file only) MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Proposals MUST give full firm name and address of the proposer. **Failure to manually sign RFP will disqualify it.** Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Proposals CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. Written and verbal inquires pertaining to bids must give RFP Number and Company.
5. NO changes or cancellations permitted without written approval of Purchasing Agent. The County reserves the right to accept or reject all or any part of any RFP and waive minor technicalities.
6. This is a RFP inquiry only and implies no obligation on the part of Cameron County.



13. Partial RFP's will not be accepted unless awarded by complete category or line item. To be awarded by Final selection will be based on the evaluation procedure described in this RFP package and may result in the selection of more than one proposer, with each proposer determined to be qualified and offering a reasonable cost. However, it is possible that a single proposer will be selected. In addition, the County may wish to enter into simultaneous negotiations with the top two or three ranked proposers.
7. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP, for the item(s) being specified, and the particular use for which they are meant.
9. It is the responsibility of the Proposer to ask any and all questions the Proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor or respond promptly to all questions asked.
10. If PROPOSER takes exception to specifications or reference data, he will be required to provide details etc. as specified.
11. A proposal may not be withdrawn or canceled by the proposer without the written acknowledgment of the County for a period of sixty (60) days following the date designated for the receipt of proposal, and proposer so agrees upon submittal of the proposal.
12. If a Bid Bond is required in this Proposal it must be included in Proposers Sealed RFP package.
13. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) RFP was received. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.
14. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
15. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
16. Proposals are scheduled to be opened and publicly acknowledged at the Cameron County Commissioners Courtroom, on the scheduled date and time specified on cover sheet of this RFP package. Proposers, their representatives and interested persons may be present. The proposals shall be opened and acknowledged only so as to avoid disclosure of the contents to competing proposers and shall remain confidential during negotiations. However, all proposals shall be opened for public review after the concession lease agreement is approved, except for trade secrets and confidential information contained in the proposal and identified by proposers as such.
17. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting concession agreement. All change orders to this RFP will be made in writing by the Cameron County Purchasing Department. Award of proposal does not constitute a concession agreement. A binding concession agreement will be negotiated by the Cameron County Property Manager and approved by the Commissioners Court after the proposal has been awarded.
18. No public official shall have interest in this RFP except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter §171.
19. The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.
20. All proposals meeting the intent of this RFP will be considered for a possible concession lease agreement negotiation.
21. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Cameron County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda in writing.
22. Proposals must comply with all federal and state laws, County policy and local regulations.
23. Cameron County may request a presentation and additional information to determine proposer's ability to sufficiently meet these minimum responsible standards listed above.
24. Cameron County requests proposer to supply, with this RFP, a list of at least three (3) references. Include full name and title, address, telephone number, fax number and name(s) of contact person.



25. Successful proposer shall defend, indemnify and save harmless Cameron County and all its officers, agents and employees from all suits, actions, or other claims of any person, persons, or property on account of negligent act or fault of the successful offered, or of any agent, employee, subcontractor or supplier in the execution of or performance under any contract which may result from proposal award. Successful proposer shall pay any judgment including costs, which may be obtained against Cameron County developing out of such injury or damages.
26. Any notice provided by this proposal or required by Law to be given to the successful proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; this shall not prevent the giving of actual notice in any other manner.
27. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
28. Availability of Funds: This procurement is subject to the availability of funding. Cameron County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
29. Non-Appropriation Clause: Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

**PURCHASE ORDER AND DELIVERY:** The successful PROPOSER shall not deliver products or provide services without a contract approved by the Cameron County Commissioners Court and a Cameron County Purchase Order signed by an authorized agent of the Cameron County Purchasing Department.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

**NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

**PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

**DELIVERY TERMS AND TRANSPORTATION CHARGES:** RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 24 hours. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different \_\_\_\_\_.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

**VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

**TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**INSPECTION:** Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense. Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

**TESTING:** Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. **County user Dept.(s) reserves the right to make the final determination as to equivalents.**

**SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**INVOICES AND PAYMENTS:** (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 EAST MONROE ST.,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

## LABOR LIABILITY/WAGE AND HOUR LAWS

### Wage, Hour, and EEOC Laws

It is expected that the proposer will meet all state and federal wage and hour laws and EEOC requirements and laws: i.e.: to a) regular hours and pay, b) overtime hours and pay and c) minimum wage and all other legal requirements applicable. Non-compliance with such laws will be the responsibility and liability of the bidder.

### LABOR LIABILITY WAIVER

County of Cameron, Texas, proposer, engineer, contractor, sub-contractor, all material and labor are subject to the “General Conditions of the Contract for Mowing”, AIA Document AIA 201, and the “Instructions to Bidders”, provided by the County of Cameron.

- (A) **Proposer’s Liability Insurance:** The proposer shall carry Workman’s Public Liability, Bodily Injury, and Property Damage Insurance as instructed by the County of Cameron. In the absence of requirements by the County, the contractor shall carry all the above in at least the minimum amounts required by the law.
- (B) **Property Insurance:** The proposer shall purchase and maintain all Property Damage Insurance as defined in the General Conditions or as instructed otherwise by the County. The owner shall be named jointly insured as well as the proposer.
- (C) **Owner’s Liability Insurance:** Cameron County will provide its own insurance as defined in the General Conditions.
- (D) **Insurance – Cameron County’s Requirements:** The proposer and his sureties shall indemnify and hold harmless the owner and its officials, agents, and employees from all suits actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said contractor or his/her employees or by/in consequence of any negligence in safeguarding the work or by/on account of any claims or amounts recovered under the Worker’s Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications, the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

- (1) **Worker’s Compensation:** Statutory Requirements
- (2) **General Liability:**
  - a) Per Occurrence \$1,000,000
  - b) Aggregate \$2,000,000
- (3) **a) Vehicular Liability:** \$1,000,000
  - b) **Property Damage** \$1,000,000
- (E) **Safety Requirements:** It is expected that the bidder will meet all state and federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.
- (F) **Acknowledgement:** Proposer – please sign and date below and return with your proposal.

I hereby certify the proposer and his/her sureties are in full compliance with all the above listed requirements and shall indemnify and hold harmless the County of Cameron and its officials, agents, and employees from all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said proposer or his/her employees or by/in consequence of any negligence in safeguarding the work or violations of any federal and state wage and hour laws as well as EEOC laws, or by/on account of any claims or amounts recovered under the Worker’s Compensation Laws or any other law, ordinance, order or decree.

Business Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of Coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096 – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage proposers, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 4041.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**COUNTYWIDE SOLID WASTE COLLECTION SERVICES – RESIDENTIAL**  
**RFP # 230401**  
**TERMS AND CONDITIONS**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of up thru RFP award date. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be affected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be affected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.



**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.



3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's

published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer'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. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

#### **APPLICABLE LAW**

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods,

washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

## Section 1- Introduction to RFP

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### 1.1 RFP Release

Cameron County, Texas (“County”) is requesting sealed proposals from qualified solid waste enterprises to provide for collection and disposal of solid waste from the residents of the County’s unincorporated areas and from the cities in the County participating in the countywide system. The County may decide to award a single service agreement for services Countywide or it may opt to split the County into multiple geographic segments and award multiple smaller agreements.

Specific elements of the services referenced above are contained within the definitions and body of the draft agreement attached with the RFP. By submitting a proposal, the proposer is stating that it has examined the agreement in its entirety and understands the services for which proposals are requested.

The County seeks a solid waste enterprise to provide residential services in the most effective and economic manner. The County will award the agreement(s) based on the proposal(s) that best fulfill the requirements and provide the best value to the County and its residents.

### 1.2 Mandatory Pre-Proposal Conference

**A mandatory pre-proposal conference is scheduled to be held on April 17, 2023 at 3 p.m. at:**

Commissioners’ Court Room  
1100 E. Monroe Street  
Dancy Courthouse 2<sup>nd</sup> Floor  
Brownsville, TX 78520

Failure of a prospective Proposer to attend the mandatory pre-proposal conference will disqualify that prospective proposer.

### 1.3 Procurement Schedule

The County plans to adhere to the following procurement schedule. Changes to the procurement schedule shall be at the sole discretion of the County.

Procurement Schedule	
Activity	Date
Publication Notice - Newspaper	April 2, & April 9, 2023 - Sunday
Mandatory Pre-Proposal Conference	April 17, 2023 at 3:00 pm- Monday
Proposal questions/clarifications due	April 21, 2023 at 5:00 pm - Friday
Proposals Due	May 9, 2023 at 3:00 pm - Tuesday
Proposer Interviews (if necessary)	May 26, 2023 – Friday (subject to change)
Selection of Contractor (s)	June 6, 2023 – Tuesday (subject to change)
Commencement of Services	September 1, 2023



## Section 2 - County Information

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### 2.1 Introduction

The purpose of this section of the RFP is to provide prospective proposers with information regarding the County and its current and desired solid waste collection services.

### 2.2 Background and Demographics

According to the United States Census (2010), there are 406,220 residents in the unincorporated areas of Cameron County and the average household consists of 3.4 persons. Unincorporated Cameron County is made up of approximately 119,631 households. Our surveys of solid waste service providers operating in the unincorporated areas indicate that about 16,453 of these households currently receive solid waste services from either a private or municipal solid waste hauler. The majority of the remaining households are without regular solid waste collection service.

The County wishes to establish a countywide system to manage solid waste collection and disposal in order to eliminate the illegal dumping problems occurring within the County. Provisions under Texas Senate Bill 352 (77<sup>th</sup>) states that a public agency or county can mandate collection services in a territory, require the use of this service, and collect a fee.

The County and several cities within the County are interested in obtaining costs for a countywide system that would include the County un-incorporated areas and participating cities. The County would provide for solid waste billing services through the Water Supply Corporations or other water suppliers.

### 2.3 Current Residential Solid Waste Collection Services

Currently, unincorporated Cameron County is predominately served by Republic Services. Residential solid waste is commonly collected one time per week using 96-gallon containers. Service is provided at a rate that differs according to location and service provider;

**Residential Rates 2022 - 2023**

Item	Description	Rates*
1	Residential Service once/week plus once/month brush, billed quarterly	32.66
2	Residential Service once/week plus once/month brush, billed monthly	36.28
3	One additional cart	12.6
4	Initial Set-up Fee	5.00
5	Re-Delivery Cart Fee / Delinquent Account	\$ 25.00
6	Late Fee	\$ 5.00

\* Tax not included

	Quarterly	Monthly
1 Cart	\$ 97.97	\$ 36.28
2 Carts	\$ 135.45	\$ 48.77
3 Carts	\$ 195.71	\$ 72.48
4 Carts	\$ 255.97	\$ 95.19
5 Carts	\$ 316.23	\$ 119.90

Table 2-1 lists each of the jurisdictions in the County and the current number of accounts held by the current solid waste collection provider (numbers are subject to change).

<b>Jurisdiction</b>	<b>Number of Residential Accounts as of 3/28/2023 (subject to change)</b>
Brownsville	46,998
Combes	922
Indian Lake	225
Laguna Vista	1,549
Los Fresnos	2,073
Port Isabel	1,141
Rancho Viejo	967
Rio Hondo	670
San Benito	5,725
Santa Rosa	866
South Padre Island	2,131
<b>Unincorporated Cameron County</b>	<b>16,453</b>
<b>Total</b>	<b>79,720</b>

Taking into consideration the boundaries of the Water Supply Corporations and the current division of solid waste haulers in the County, the County has identified three service areas for solid waste collection: East, West and South. Figure 2-1 illustrates the proposed service areas that would cover the entire County. Proposers are asked to propose on one, two or all three service areas.

Figure 2-1 Collection Service Areas

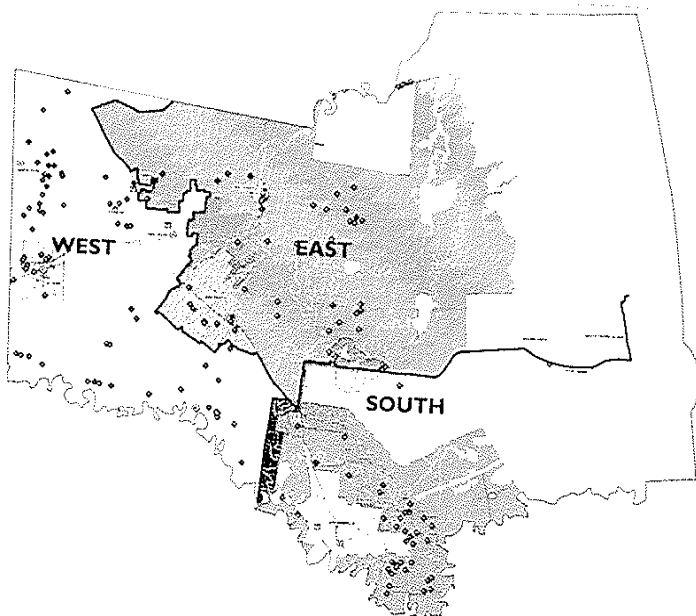


Table 2-2 lists municipalities within each of these three service areas that are participating in the procurement process. The highlighted cities have indicated an interest in participating in the countywide system.

Table 2-2 Service Areas and Municipalities

Proposed Service Area	Municipalities
West	Santa Rosa
	Primera
	Palm Valley
	Rangerville
	Los Indios
East	Combes
	Rio Hondo
	Indian Lake
	Laguna Vista
	Bayview
	San Benito
South	Port Isabel
	South Padre Island
	Brownsville
	Rancho Viejo
	Los Fresnos

## 2.4 Requested Services

### 2.4.1 Term

The term for the new services agreements will be from September 1, 2023, through August 31, 2028. The County reserves the right to extend the agreement(s) for two (2) additional five (5) years each renewal if mutually agreed by both the County and vendor and approved by County Court Commission beyond the expiration date.

### 2.4.2 Requested Residential Solid Waste Collection Services

The County desires to contract with solid waste hauler(s) to provide certain solid waste services to residents within the unincorporated County areas and participating cities. The County requests proposals for the following services:

- Once per week collection of municipal solid waste using 96-gallon containers provided to each residence
- Twice per week collection of municipal solid waste using 96-gallon containers provided to each residence
- Quarterly brush and bulky (e.g., appliances, white goods, furniture) waste collection, provided to each residence once per quarter
- Monthly brush and bulky waste collection, provided to each residence once per month.

The County will select one or more service packages for all residential customers.

### **2.4.3 Customer Service**

The selected proposer will be required to provide the following:

- Residential Collection hours of 7:00 am – 5:00 pm, Monday – Friday
- Staffed phone service from 8:00 am – 5:00 pm Monday – Friday
- Toll free phone number
- Program for handling customer complaints
- Holiday schedule.

### **2.4.4 Public Education**

The selected proposer will be required to provide customer information and public education throughout the term of the agreement(s). Public education services will include, at a minimum, information regarding:

- General collection program information including but not limited to service schedule, description of how to place container(s) out for service, list of materials not allowed in solid waste container(s)
- Bulky goods collection program
- Customer service phone number and hours
- Basic billing information and phone number to call with billing inquiries
- Information regarding recycling opportunities
- Incorrect setout notices.

### **2.4.5 Billing**

The selected proposer will be required to provide billing services for customers who do not receive a water bill.

### **2.4.6 Service Areas**

Proposers may propose to provide services for one, two or all three services areas identified in Figure 2-1.

## **2.5 Summary of RFP**

The County's intent is to provide residents with the appropriate level of service at the best price and with the highest quality of service.

The specifications contained within this RFP are designed to establish a safe, effective, efficient, and uniform system of collection that provides for the following purposes:

- Establishment and maintenance of a continuous and uniform level of service to ensure protection of the health, safety, and welfare of the community
- Collection of residential solid waste in a coordinated manner, by a cost-effective routing system

To this end, the County has tried to provide as much information as possible to all prospective Proposers in order to allow them to properly prepare their responses and compute fair and reasonable rate quotes. However, it is the sole responsibility of the proposer to calculate and be responsible for its proposal, including the services proposed and the rates quoted in the applicable set of Cost Proposal Forms provided in Section 5 of this RFP.

## Section 3 - General Instructions

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### 3.1 Non-Standard Forms and Proposal Corrections

Proposals which are not submitted using the forms furnished by the County and are not in conformity with the provisions of Section 4 of this RFP may be rejected. No corrections in proposals will be acceptable unless each correction is signed or initialed by the proposer. No corrections may be made subsequent to proposal opening.

### 3.2 Acceptance or Rejection of Proposals

The County reserves the following rights and options:

- To reject any and all proposals that fail to meet the literal and exact requirements of this RFP
- To accept the proposal that, in the County's judgment, is in the best interest of the County and its citizens
- To reject any and all proposals
- To issue subsequent requests for new proposals
- To seek additional information or clarification from any or all proposers

Any or all proposals will be rejected if there is reason to believe that collusion existed among the proposers. Proposals received from participants in such collusion will not be considered for the same services when and if re-advertised.

### 3.3 Single Proposal

In the event a single proposal is received, the County will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. A price analysis would be performed by comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices, assuming a service, where a difference exists, a detailed analysis must be made of this difference and cost identified.

### 3.4 Evaluation Procedure

A panel of County staff members and such other persons as the County deems necessary will review all proposals submitted and select the proposal(s) that most meet the County's requirements as specified in the RFP. Proposals will be judged through the process outlined in this section. The following selection process will be used:

The proposers will be evaluated based on the content, completeness, and clarity of their proposals. Detailed supporting qualification, technical, marketing, educational, contractual and financial information must be presented in your proposals. The specific evaluation criteria will focus on evaluating information requested in this RFP. Proposals will be evaluated based on the level or extent to which they meet each evaluation criteria.

An evaluation team representing the County will evaluate proposals. Each evaluator will review all proposals received using a set of established evaluation criteria. The criteria will address several categories: company qualifications, technical capability, financial ability, contractual issues, and costs. The criteria will be applied to identify the relative strengths and weaknesses of individual proposals. The criteria will be scored as follows: high is a 5, medium is a 3, and low is a 1. The scoring is assigned 1, 3, and 5 to ensure a greater distribution between final proposers' scores. A weighting will be applied to each of the criteria to reflect its relative importance.

In addition to applying the above criteria to identify the relative strengths and weaknesses of individual proposals, all proposals will be compared and contrasted with each other based on service comparability and similarities, ease of management and administration, risk avoidance and protection, environmental aptitude, rates, and direct and indirect costs.

The ratings from the evaluators will be compared to determine a preliminary ranking of the proposals based solely on the evaluation criteria and criteria weighting. After initial evaluation of proposals and preliminary ranking, the evaluation team will prepare a short list of proposers to be interviewed.

Invitations may be issued to proposers on the short list to make oral presentations to and/or interviews with the evaluation team.

Based on the contents of submitted proposals, the results of interviews and oral presentations along with any other information requested by the County, the evaluation team will prepare a final ranking of the short-listed proposers. The evaluation team will recommend a preferred contractor to the Commissioners' Court at which time County staff will be directed to enter into negotiations with the selected contractor to provide the services considered in this RFP. In the event the negotiations with the selected contractor are unsuccessful, the Commissioners' Court may designate another contractor from the list of short-listed proposers and enter into negotiations with that company.

It is the County's intent to finalize negotiations with the selected contractor in a very timely manner once the Commissioners' Court authorization to enter into negotiations is obtained. The County's position on all the major service and contractual issues were thoroughly studied prior to issuance of this RFP, and a resolution of those issues are represented in the RFP and Agreement presented in herein.

### 3.5 Evaluation Criteria

The evaluation criteria are designed to evaluate proposals by considering all aspects that will impact the quality and cost of service. Evaluation criteria are formulated to consider qualifications, technical, financial, contractual, and cost factors of each proposal. The evaluation criteria to be used in the evaluation of the proposals are listed below.

#### Qualifications Criteria

The qualifications criteria focus on examining the overall qualifications of the company and staff to confirm that the company has proven experience providing services similar to the types of services required for the County.

1. **Company Qualifications.** Does the company have demonstrated experience providing similar service in a comparable-sized service area? If teaming arrangements are proposed, what is the extent of experience the companies have working together? Is there a reasonable division of services between companies?

Low	Inadequate level of relevant experience in key aspects of the project.
Medium	Relevant experience in some but not all of the key aspects of the proposed project.
High	Relevant experience consistently demonstrated for all key aspects of the proposed project.

2. **Staff Qualifications.** Does the background of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed services?

Low	Experience of key personnel inadequate in key job categories of proposed project.
Medium	Experience of key personnel appears adequate and may be sufficient to undertake proposed project.
High	Key personnel have demonstrated (over five years) technical and managerial experience needed to handle the proposed service.

3. **Municipal References.** Do the client references demonstrate the company's ability to maintain long-term relationships with municipalities in which the municipality is satisfied with the service received including quality of service, customer service, reporting, and billing capabilities? The County may contact references listed, and other public/private entities known to have contracted with proposer.

Low	References did not provide positive indication regarding the proposer's ability to have a successful working relationship.
Medium	Client references did not identify any particular concerns.
High	Client references indicated that the proposer has the ability to work successfully with municipalities and the reference would be willing to work again with the proposer.

## **Technical Criteria**

The technical criteria are included to assess the proposed collection and processing methodology (including the type and number of collection routes, types of containers and collection equipment) to understand if it is technically feasible and is compatible with the County's needs.

1. **Collection Method and Operations.** Has the proposed methodology or technology been successfully demonstrated in a commercial application? Does the overall methodology appear technically viable?

### **Method:**

Low	Technology/methodology proposed is being used in fewer than two similar projects for two years, or the proposed service method is not compatible with the County's needs and service standards.
Medium	Technology/methodology proposed has been successfully applied in at least two similar projects for two years, and the proposed service method is reasonable/compatible with the County's needs and service standards.
High	Technology/methodology proposed has been applied successfully in extensive number of similar projects for more than two years, and the proposed service method is highly compatible with the County's needs and service standards.

### **Collection:**

Low	The proposal does not clearly define the collection schedule and account information, or the outlined schedule and account information is not realistic or feasible.
Medium	The proposal includes the collection schedule and account information in adequate detail, and it appears reasonable.
High	The proposal includes a thorough presentation of the collection schedule and account information and it appears to be particularly well suited for the County.

### **Containers:**

Low	The proposed collection containers, equipment and vehicle specifications are not well defined, or do not clearly present a compatible collection system.
Medium	The proposed collection containers, equipment and vehicle specifications present a sound, reliable collection system.
High	The proposed collection containers, equipment, and vehicle specifications present a sound, reliable collection system that does not require major changes to the current collection system.

2. **Customer Service and Community Service.** Are reasonable plans provided for how these services will be provided to the County?

Low	The support facilities, record-keeping method, and/or customer service plan are not adequate or not clearly described, or the proposer does not have experience providing such services.
Medium	The support facilities, record-keeping method, and/or customer service plan are all reasonable and the proposer has moderate experience providing such services.
High	The support facilities, record-keeping method, and/or customer service plan are thorough and more than adequate and the proposer has extensive experience providing such services.

3. **Implementation Plan.** Does the implementation plan to provide service include equipment procurement schedules, personnel hiring and training, backup plans, notice to customers, distribution of containers, and other aspects required for program implementation that are in general reasonable, well thought out, and address all components of the implementation?

Low	The implementation plan is not well thought out and does not appear to be reasonable.
Medium	The implementation plan is well thought out and appears to be reasonable.
High	The implementation plan is well thought out, appears to be reasonable, and provides strong contingency planning.

## **Financial Criteria**

The financial criteria are designed to examine the company's audited financial statements and proposed financing method to confirm that the company is capable of supporting and financing the project.



1. **Financial Background.** Financial projections, strategy, and capability of the company.

Low	Projected annual contracted revenues over the first five years of the contract are less than three times anticipated annual revenue of the contract.
Medium	Projected annual contracted revenues over the first five years of the contract is approximately three to five times anticipated annual revenue of the contract.
High	Projected annual contracted revenues over the first five years is more than five times the anticipated annual revenue of the contract.

2. **Financial Stability.** Does the company have the financial ability to provide the contracted service for the term of the contract?

Company debt-to-equity ratio:

Low	Company debt-to-equity ratio is greater than four.
Medium	Company debt-to-equity ratio is greater than one but less than four.
High	Company debt-to-equity ratio is one or less.

3. **Financing Method.** Is the proposed financing plan reasonable? Is financing available? Does the owner's equity represent a reasonable percentage of the total finance requirement?

Financing needs and arrangements:

Low	The financing needs and arrangements are not well defined.
Medium	The financing needs and arrangements are moderately well defined.
High	The financing needs and arrangements are well defined.

Debt financing terms are defined and reasonable:

Low	The financing terms are not well defined and/or do not appear reasonable.
Medium	Financing terms are defined and reasonable.
High	Financing terms are well defined and are more favorable than others that were submitted.

Percentage of owner equity:

Low	Owner equity percentage is not the highest or second highest of the proposals submitted.
Medium	Owner equity is the second highest of the proposals.
High	Owner equity is the highest of the proposals.

### **Contractual Criteria**

The contractual criteria examine the nature of the exceptions that the company identified to the terms of the Agreement, which is included with the RFP.

Low	Significant exceptions which are likely to extend negotiations or to make regulation difficult.
Medium	Few exceptions which are likely to extend negotiations or to make regulation difficult.
High	No significant exceptions that would be likely to extend negotiations or to make regulation difficult.

### **3.6 Weighting of the Evaluation Criteria**

The weighting of the criteria, shown in Table 3-1, will be factored into the evaluation process to develop rankings of the proposal. Proposers should review the weighting and consider the weighting in developing their proposals.

**Table 3-1 | Weighting of Evaluation Criteria**

Criteria		Weighting
<b>Qualifications</b>		
1	Company qualifications	12
2	Staff qualifications	11
3	Municipal references	12
<u>Subtotal</u> - qualifications criteria weighting		<b><u>35</u></b>
<b>Technical</b>		
1	Collection method and operations	12
2	Customer service and community service	12
3	Implementation Plan	11
<u>Subtotal</u> - technical criteria weighting		<b><u>35</u></b>
<b>Financial</b>		
1	Financial background	8
2	Financial stability	7
3	Financing method	5
<u>Subtotal</u> - financial criteria weighting		<b><u>20</u></b>
<b>Contractual Terms</b>		<b><u>10</u></b>
<b>Total Criteria Weighting</b>		<b>100</b>

## Section 4 - Proposal Preparation Instructions

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### 4.1 Mandatory Pre-Proposal Conference

At the mandatory pre-proposal conference, representatives of the County will be available to answer questions and explain the intent of this RFP. To the extent possible, the County will also consider other questions or concerns that may be raised at that time. After the pre-proposal conference, the County will prepare written documentation to answer questions that were addressed at the pre-proposal conference which relate to interpretation of, or changes to, the RFP which the County deems appropriate for clarification. Written responses to all questions during pre-proposal conference will be sent out via an addendum to all participants and uploaded in purchasing website.

### 4.2 Proposal Content

**All proposals must include the following sections, (titled as such) in the following order:**

- a) **Cover Letter** (not to exceed four pages) providing:
  - i. Name, address, telephone number, e-mail address, and fax number of applicant's key contact person.
  - ii. Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) submitting proposals.
  - iii. Name of the entity that would be a party to the agreement.
  - iv. Name of the guarantor if the proposer is a subsidiary of another corporation.
  - v. A written statement warranting that the requirements of the agreement as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
  - vi. A written statement that the proposer acknowledges and agrees that no enforceable contractual relationship arises until the County approves the agreement that have been signed by the proposer, that no action shall lie to require County to sign such agreement at any time, and that the proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the County not signing such agreement.
  - vii. A written statement acknowledging validity of the proposal contents including proposed rates and pricing for a period of one hundred and eighty (180) calendar days.

b) **Table of Contents**

c) **Executive Summary** (not to exceed five pages) that highlights the major elements of the proposer's qualifications and proposal.

d) **Acceptable Bond or Check** (cashiers or certified) for \$1,000 payable to Cameron County. This security is required as evidence of a good faith offer. Should proposer be awarded the contract and refuse to execute the contract in accordance with the proposal, the \$1,000 will be forfeited to the County.

e) **Equipment Inventory**

Year, Make and Model for each individual equipment and current dated pictures.

f) **Signed Addenda**

g) **Qualifications**

- i. **Key Staff Persons (Including the designated contract representative)** – Proposer must identify each person and provide resumes for key staff proposed for the service identified herein.
- ii. **Staff Responsibilities** – Proposers must provide names and resumes of principal officers, partners, or other officials or managers who will be performing substantive responsibilities required under the agreement.
- iii. **References** – Proposer must provide a minimum of three (3) clients (including municipal and institutional clients) that the County may contact to conduct a reference check. The Proposer must be providing or have provided similar services as requested herein to the client within the last three (3) years.
- iv. **Experience** – Proposers must demonstrate experience in the implementation, administration and operation of residential solid waste collection systems including equipment selection and routing design;
- v. **Conflict of Interest Statement** – Proposers must warrant that no gratuities have been or will be offered or given by proposer, or any agent or representative of the proposer, to any officer or employee of Cameron County in order to secure a favorable treatment regarding the evaluation, grading, and contract award process.
- vi. **Disclosure Statement** – Proposers must provide a list of County employees, appointed officials and elected officials that are either employed by the proposer or that have an ownership interest of 10% or more in the proposer's business.

- h) **Statement of Financial Qualifications** – Proposers shall provide copies of audited financial statements for the entity that is proposed to sign the agreement, for the most recent three fiscal years. If the entity that will sign the agreement has been in existence fewer than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the County, the proposer's financial capability and viability of the entity to provide the services requested.
- i) **Technical Proposal** – The proposer is required to provide a description of the manner in which the requested service is to be provided, along with a plan and schedule of events leading up to the start of services.
- j) **Proposal Forms** – Proposers are required to complete all forms provided in Section 5 of this RFP. Proposer shall use only the forms and format provided.
- k) **Appendix** – Proposers may provide any additional information that they believe to be applicable to this proposal and include such information as an appendix.

### 4.3 Proposal Alternatives

Proposers may submit alternatives to the services listed in this RFP to the extent that such alternative is betterment in service or price. If alternatives are presented, the alternative shall be included in the Appendix section of the proposal and shall contain the price of the alternative using the forms provided in Section 5 and shall include substitute or new contract language necessary for inclusion in the agreement.

## Section 5 - Proposal Forms

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Forms A to H on the following pages are the required forms that must be completed as part of the proposal. The questions that are not applicable should be included and marked "Not Applicable." The purpose of the forms contained herein is not intended in any way to limit the type, quality or quantity of data and information supplied by the proposer. Forms not completed in full may result in disqualification.

## FORM A

### **PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

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

2. Principal Contact Person(s):

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

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month

Day

Year

If a Joint Venture or Partnership, date of Agreement(s): \_\_\_\_\_

If a subsidiary, name of guarantor:

—

4. Provide names of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

_____	_____	_____
_____	_____	_____

5. List all firms participating in this project (including designers, prime contractors, subcontractors, operators, major equipment suppliers, etc.):

Name	Address
------	---------

1. _____	_____
----------	-------

2. _____	_____
----------	-------

3. _____	_____
----------	-------

4. _____	_____
----------	-------

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. _____
----------

2. _____
----------

3. _____
----------

4. _____
----------

7. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

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

8. If responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.



**FORM B**  
**COLLECTION CONTAINERS**

1. Manufacturer .....
2. Description and Type .....
3. Material of Construction (recycled content) .....
4. Material Content .....
5. Durability (in service years)..... years
6. Cost of Each Container ..... (96 gal)\*
7. Manufacturer's warranty ..... years

\_\_\_\_\_  
\* Approximate capacity; if different please describe

## FORM C

### **EXCEPTIONS TO AGREEMENT**

**Proposers are to prepare the Cost Proposal Forms based on the program specifications set forth in the RFP and Agreement without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the Agreement it may set forth those exceptions in the following manner.**

- The exceptions are to be presented on a paper whose pages are titled, “**Form C Exceptions to Agreement**”.
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit the County, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the County.
- The exceptions must be followed with the following language without exception.
- “Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided.”
- The form must be signed by an individual authorized to commit the Proposer’s firm to the Agreement in the manner set forth below.

Signature \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

***Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.***

## FORM D

### COST PROPOSAL FORMS

**In preparing the Cost Proposal Forms Proposers should be aware of the following:**

All collection elements of the service rates proposed on these forms shall be fixed through February 1, 2028, and should reflect service requirements as specified in the Agreement. The County imposes a franchise's fee on contractor's gross revenues, applied to the base fee as provided in the Agreement. The County expressly reserves the right to adjust the amount of the franchise fee while maintaining the current contractor's compensation.

**The Undersigned hereby certifies as follows:**

**That \_\_\_\_\_ have personally and carefully examined the specifications and instructions for the work to be done for Cameron County as set forth in Sections 1 – 4 and the attached Agreement of this RFP.**

**That \_\_\_\_\_ have made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.**

**That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Agreement, at the service rates set forth on the Cost Proposal Forms set forth below:**

#### **RESIDENTIAL SERVICES**

Residential Service Rates as indicated in Form E - Cost Proposal Form: E-1, E-2, E-3 and E-4.

(See signature instructions below.)

PROPOSER

\_\_\_\_\_  
President/Partner/Owner

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Firm Name

Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation, A \_\_\_\_\_ Corporation  
(State of Incorporation)

Date \_\_\_\_\_

#### **Signature Instructions:**

**If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the County as part of the proposal.**

**If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.**

**If business is a JOINT VENTURE, the full name of each joint venture should be listed in full and each joint venture must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the County as part of the proposal.**

## FORM E

### RESIDENTIAL SERVICE RATES

The following Cost Proposal Form is to be utilized by the Proposer to provide the County with the monthly service rates to be charged for the provision of residential services as set forth in the Agreement.

Cost Proposal Form E-1 <b>West</b> Service Area	
Collection Service Rates	
Residential Solid Waste Collection Service 96-gallon cart (once per week)	\$
Residential Solid Waste Collection Service 96-gallon cart (twice per week)	\$
Bulky Goods Collection Service (once per quarter)	\$
Bulky Goods Collection Service (once per week)	\$

Cost Proposal Form E-2 <b>East</b> Service Area	
Collection Service Rates	
Residential Solid Waste Collection Service 96-gallon cart (once per week)	\$
Residential Solid Waste Collection Service 96-gallon cart (twice per week)	\$
Bulky Goods Collection Service (once per quarter)	\$
Bulky Goods Collection Service (once per week)	\$

Cost Proposal Form E-3 <b>South</b> Service Area	
Collection Service Rates	
Residential Solid Waste Collection Service 96-gallon cart (once per week)	\$
Residential Solid Waste Collection Service 96-gallon cart (twice per week)	\$
Bulky Goods Collection Service (once per quarter)	\$
Bulky Goods Collection Service (once per week)	\$

Cost Proposal Form E-4 <b>Countywide</b>	
Collection Service Rates	
Residential Solid Waste Collection Service 96-gallon cart (once per week)	\$
Residential Solid Waste Collection Service 96-gallon cart (twice per week)	\$
Bulky Goods Collection Service (once per quarter)	\$
Bulky Goods Collection Service (once per week)	\$

## **FORM F**

### **BRUSH / BULKY ITEMS**

The BRUSH and BULKY items listed below must be included in the Cost Proposal Form:

#### **BRUSH**

- 1) Tree Limbs
- 2) Shrubs
- 3) Grass
- 4) Leaves
- 5) Any others items that may be considered as a brush

#### **BULKY**

- 1) Tires
- 2) Sofa
- 3) Table
- 4) Chairs
- 5) Mattress
- 6) Washer
- 7) Dryer
- 8) Water Heater
- 9) Furniture
- 10) Any others items that may be considered as a bulky

RFP Title \_\_\_\_\_

Proposer's Name \_\_\_\_\_ Date \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.  
***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (up thru RFP award date), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer:

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

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County

\_\_\_\_\_  
State

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a  
Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ is a  
Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

Print

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

01. Has any individual with the firm submitting this Proposal Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the Purchasing Agent?

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02. Has any individual with the firm submitting this Proposal Response made any contact with any other Proposer concerning this Invitation to RFP?

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Signature of person doing business with the governmental entity

---

Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

ORDER NO. 2007O2005

THE STATE OF TEXAS       §  
                                           §  
 COUNTY OF CAMERON       §

**ORDER ADOPTING CONTRACTING RULES  
FOR PERSONS INDEBTED TO COUNTY**

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioner's court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest Proposer or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

**ADOPTED this 13 day of March, 2007.**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Cameron    County    Acct    #'s:    Real    Estate    \_\_\_\_\_    Personal  
 Property \_\_\_\_\_

01. Is the person or the firm submitting this RFP current with all local and State taxes?

\_\_\_\_\_

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

**Certification Regarding  
Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this proposal and/or application had one or more public transactions terminated of cause or default.

Company name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**SWORN STATEMENT ON DEBARMENT**

This SWORN statement is submitted with project number \_\_\_\_\_

By: \_\_\_\_\_  
(PRINT INDIVIDUALS NAME AND TITLE)

For: \_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

\_\_\_\_\_  
CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

\_\_\_\_\_ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

\_\_\_\_\_ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

\_\_\_\_\_ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
SHOW TYPE OF IDENTIFICATION

Notary Public State of \_\_\_\_\_, County of \_\_\_\_\_ My commission expires \_\_\_\_\_

\_\_\_\_\_  
(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

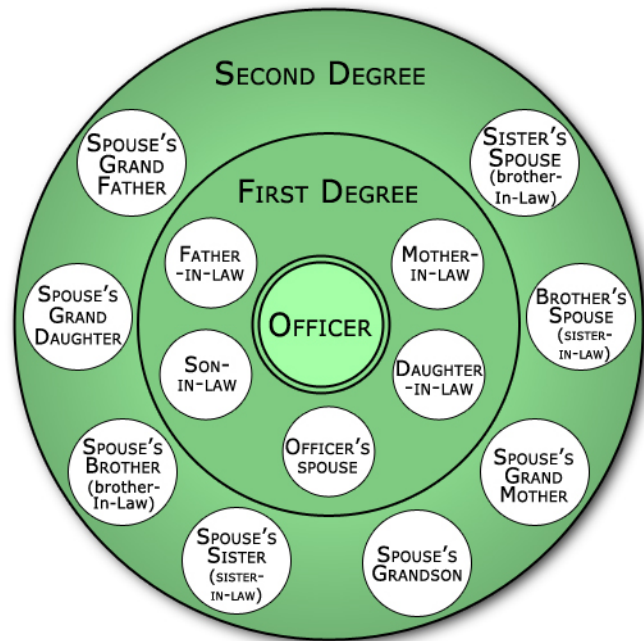
## NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

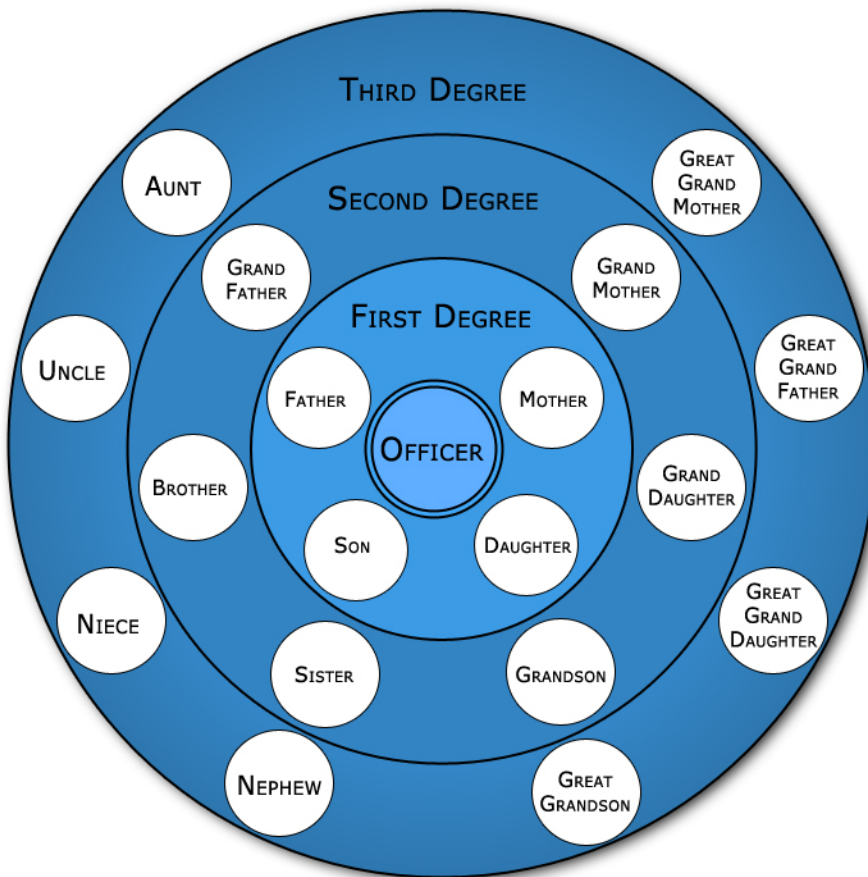
### AFFINITY KINSHIP

Relationship by Marriage



### CONSANGUINITY KINSHIP

Relationship by Blood



**DISCLOSURE OF INTERESTS**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FIRM is: 1. Corporation (    )                      2. Partnership (    )                      3. Sole Owner (    )  
                    4. Association (    ) 5. Other (    ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity **Local Govt. Code §171.002**

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



## DISCLOSURE OF INTERESTS (CONTINUED)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

- (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

### CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



## HOUSE BILL 89 VERIFICATION (REVISED)

I, \_\_\_\_\_,  
[Person Name]

the undersigned representative of

\_\_\_\_\_  
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

### **EXEMPTIONS APPLY TO THE FOLLOWING:**

- ☐ *between a governmental entity and a company with less than 10 full-time employees*
- ☐ *has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

**THIS FORM MUST BE RETURNED WITH YOUR RFP**

**ATTACHMENT J**  
**LICENSE AGREEMENT**

THE STATE OF TEXAS

COUNTY OF CAMERON

This License Agreement (hereafter the "Agreement") is made by and between Cameron County, Texas, a political subdivision of the State of Texas (hereafter the "County") and \_\_\_\_\_(name), \_\_\_\_\_(address), (hereafter the "Contractor"), both acting by and through their duly authorized agents and representatives. (The County and the Contractor may be hereinafter referred to together as the "Parties.")

**RECITALS**

**WHEREAS**, the County desires to provide residential customers within its unincorporated areas with solid waste, landscape (brush) waste, and bulky goods collection, transport, disposal services by engaging an independent contractor to perform such services; and,

**WHEREAS**, Contractor has provided the County with a response to its Request for Proposals (hereafter "RFP") dated \_\_\_\_\_, 2023 for solid waste collection services on a contract basis; and, \_\_\_\_\_

**WHEREAS**, the County desires to engage Contractor, with respect to that level of service more specifically described in Contractor's response to the RFP dated \_\_\_\_\_, YEAR and subsequent representations, both written and oral.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants herein set forth, the Parties mutually agree as follows:

**Section 1. DEFINITIONS**

Unless otherwise specified herein the following terms shall have the following meanings:

- 1.1 "Collect", "Collected", and "Collection"** shall mean and refer to the picking up and transporting, storage, delivery to the appropriate Disposal Site for proper disposal of Solid Waste and Landscape (brush/bulky) Waste from Customers, all in compliance with applicable federal, state, and local laws, statutes, orders, rules, and regulations.
- 1.2 "Agreement Year"** shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.
- 1.3 "Environmental Laws"** shall mean any and all state, federal, and local statutes, rules, regulations, and orders relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C., section 6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42 U.S.C. section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. section 6901, et seq., the Federal Water Pollution Control Act, 33 U. S. C. section 125 1, et seq., the

Clean Air Act, 42 U.S.C. section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C., section 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. sections 300f-300j, the United States Environmental Agency's rules concerning Underground Storage Tanks, 53 Fed. Reg. 37082 (9/23/88), the Texas Solid Waste Disposal Act, the Texas Water Code and the Texas Clean Air Act, all as amended now and in the future, and any similar federal, state, and local environmental statutes and orders and the rules and regulations, orders and decrees now or hereafter promulgated there under. **All participating firms must adhere to all applicable and current Environmental Local/State and Federal Laws.**

- 1.4 **"Equipment"** shall mean all vehicles, carts, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.
- 1.5 **"Storage"** shall mean the holding of Solid Waste for a temporary period, at the end of which the Solid Waste is processed, disposed of, or permanently stored elsewhere.

## **Section 2. GRANT; AGREEMENT DOCUMENTS**

For and in consideration of the covenants, agreements, and promises contained herein, the County grants to the Contractor a license to conduct the business of providing solid waste, landscape (brush) waste and bulky goods collection to residential customers in the County of Cameron, Texas and the right to use the public streets, alleys, and thoroughfares within, the corporate limits of the County for the purpose of engaging in the business of solid waste landscape (brush) waste, and bulky goods collections located within the County. The Contractor agrees to make such collections available to all residential customers within the County and agrees that such collections will be performed pursuant to and consistent with the terms of this Agreement, as well as all orders and regulations of the County governing or relating to the collection of solid waste. The parties agree that the Agreement Documents shall consist of the following:

1. This Agreement;
2. The following listed and numbered Exhibits:  
Exhibit "A" - Equipment List
3. Cameron County Request for Proposals;

These documents form the Agreement and are part of this Agreement as if fully set forth herein. The Agreement Documents are complimentary, and what is called for by one shall be binding as if called for by all. In the event of an inconsistency in any of the provisions of the Agreement Documents, the inconsistency shall be resolved by negotiations between the parties.

## **Section 3. BASIS AND METHOD OF PAYMENT**

- 3.1 **Billing, and Collection:** County shall provide billing and bill collection services through Inter-Local Agreements with certain water suppliers operating in the County. The water suppliers shall include a billing fee in the customer bills as determine by the County and the water supplier. The County shall, on or before the 20th day of each month, remit to the Contractor, for accounts serviced per County billing records during the preceding month, the net compensation due and payable per the current contractor's compensation. The Contractor shall provide billing and bill collection to customers who do not receive a water bill.
- 3.3 **Contractor's Compensation:** Compensation paid to the contractor shall be an amount equal to the compensation as bid in the Proposal. [INSERT PERCENTAGE] of gross receipts shall be charged as a franchise Fee. The County expressly reserves the right to increase the charges to the Contractor's customers while maintaining the current contractor's compensation.

- 3.4 Records: Upon request, the Contractor shall provide County, on or before the 15th day of each month, a statement reflecting all operating expenses for its collection and disposal service with the County for the preceding month. The County shall have the right to review the books and records kept incident to the operation of the Contractor's business. All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor.

#### **Section 4. TERM**

- 4.1 Primary Term: The term of this Agreement shall be for a period of five (5) years commencing on September 1<sup>st</sup>, 2023, the "Effective Date", and terminating on August 30, 2028, unless renewed according to the terms of this Paragraph 4.2. If the Agreement is not renewed, then upon mutual agreement of the parties in writing, the Agreement may be extended on a month-to-month basis.
- 4.2 Renewal: The primary term of this Agreement may be extended by agreement by the parties for a total of two (2) additional five (5) year periods upon the same terms and conditions as herein set forth. In order for the primary term to be extended for a first renewal term, the Contractor must notify the County in writing of its desire to extend the primary term for an additional three (3) year period, such notice to be given no more than ninety (90) days prior to the end of said primary term. The County shall, after the Contractor gives such notice, have thirty (30) days in which to notify the Contractor of its agreement to extend the term of the Agreement, failing in which the Agreement will expire as provided for herein.

#### **Section 5. GENERAL STATEMENT OF CONTRACTOR'S OBLIGATION: SCOPE OF SERVICE**

Contractor hereby agrees to collect all solid waste generated by residential customers within the unincorporated areas of the County and within the boundaries of each participating city within Cameron County [INSERT FINAL LIST]. Contractor shall provide at weekly collection of solid waste in 96-gallon wheeled carts and shall provide quarterly landscape (brush) and bulky goods collection services as outlined in its proposal dated \_\_\_\_\_. The Contractor shall, at its own cost and expense, furnish trained personnel and appropriate well-maintained equipment of the highest quality to collect solid waste from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the County. Further the Contractor shall recommend schedules of service to residential customers; unless otherwise established by County order, collection schedules for solid waste shall be determined by the Contractor based upon negotiations with its customers. The Contractor acknowledges and agrees that the Contractor shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the County may from time to time issue written directions to the Contractor clarifying the scope of the Contractor's services to fulfill the intent of this agreement. The County reserves the right to negotiate the incorporation of recycling services into the scope of work, at any time.

#### **Section 6. DISPOSAL OF SOLID WASTE**

The Contractor shall deliver solid waste, landscape (brush) waste, and bulky goods collected pursuant to this Agreement to the disposal site or processing facility of its choosing and pay any and all disposal fees, including "tipping" fees, at prevailing rates. At the sole discretion of the County, contractor may be directed to any transfer station, processing facility or disposal site which may hereafter be utilized in the future by the County. In the event that at some future time there is no disposal site available for the disposal of solid waste, landscape (brush/bulky) waste or bulky goods as contemplated by this Agreement, costs which may be incurred by the Contractor in disposing of said solid waste shall, at that time, be negotiated by the Parties in good faith. Any alternative disposal site must be approved in writing by the County prior to its use by the Contractor. All laws, rules, and regulations governing hours of operation and disposal practices at the Disposal Site shall be strictly observed by the Contractor.

## **Section 7. PERFORMANCE**

The Parties hereby agree that all services provided by the Contractor pursuant to this Agreement shall be carried out in a competent and businesslike manner. The Contractor shall not engage any subcontractor without written prior approval of the County. The County shall have the right to revise the Performance Standards as it determines within its sole discretion such revisions to be necessary or proper to secure the safety, welfare, and accommodation of the public.

## **Section 8. LABOR FORCE**

The Contractor shall employ only such superintendents, foreman, and workmen who are reasonably careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of the Contractor and/or its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. The Contractor agrees to maintain a work environment free from the use, possession, distribution, and influence of controlled substances, alcohol, intoxicants, narcotics or other mind-altering substances (referred to hereafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or alcohol at any time within the course and scope of their employment. The Contractor shall keep on file with the County a copy of its most current substance abuse policy.

## **Section 9. EQUIPMENT**

The Contractor, at its sole cost and expense, shall furnish and maintain all Equipment as is reasonably necessary for performance of the work in an acceptable manner and at a satisfactory rate of progress. All collection vehicles used for handling solid waste and executing any part of the work shall be subject to the approval of the County. The equipment shall be maintained in a first class, safe, clean, and efficient working condition throughout the term of the Agreement and any renewal period. The Contractor shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment. The Contractor shall clean the vehicles and equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. The Equipment shall be used by the Contractor in such a manner as to minimize the risk of injury to employees, citizens or property. The Contractor shall be responsible for initiating, maintaining, and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. The Contractor shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. The Contractor shall comply with all OSHA rules and regulations when conducting operations pursuant to this Agreement. The Contractor shall maintain files and records of all citations and violations of any laws, statutes, orders, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the County. The Contractor shall submit a complete written inventory of all Equipment used in the performance under this Agreement in the form described in Exhibit "A" hereof, and shall make such other submissions as required to reflect the Contractor's current Equipment inventory throughout the term of the Agreement or any renewal period. The County shall have the right to inspect the Contractor's Equipment and operations at any time to ensure compliance with this Agreement, and request or require an equipment replacement schedule.

## **Section 10. PERFORMANCE BOND**

Except as provided herein, the Contractor shall furnish to the County a performance bond guaranteeing the faithful performance of this Agreement (hereafter "Performance Bond"). The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and shall be for the term of



this Agreement and in the amount of three (3) month's revenues. The Performance Bond shall be furnished to the County by the Contractor within ten (10) days of the date of the execution of this Agreement or any renewal hereof. Without limiting any other indemnity provisions herein, said Performance Bond shall indemnify the County against any loss, expense, and cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

#### **Section 11. VEHICULAR IDENTIFICATION**

All vehicles and equipment used by the Contractor for the collection of solid waste and landscape (brush) waste shall be clearly marked with the Contractor's name and telephone number in letter's of a size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height. The Contractor shall also assign each of its vehicles an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height. All vehicles and equipment shall be painted in a color scheme common to the Contractor so as to enhance the appearance and identification of said vehicles and equipment.

#### **Section 12. HEALTH AND SANITATION**

The Contractor shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and collection of solid waste and landscape (brush) waste as will tend to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property either public or private. The Contractor shall maintain at its sole expense copies of all permits and licenses required for its collection of solid waste and landscape (brush) services.

#### **Section 13. RIGHT OF INSPECTION**

The County hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continuing or random inspection basis.

#### **Section 14. NON-COMPLIANCE, DEFAULT BY CONTRACTOR**

14.1 Treatment of Failure to Perform: In the event the Contractor fails, during the primary term hereof or any extensions hereto, to perform its duties and discharge its obligations in accordance with the terms, provisions, and conditions hereof, the County shall be entitled, at its sole option, either to declare the Contractor to be in noncompliance with the terms of the Agreement (hereafter "Non-Compliance") or declare the Contractor to be in default.

14.2 Immediate Termination: Notwithstanding any provisions relating to declarations of default, Notice, opportunity to cure and termination, in the event the County declares the Contractor to be in default hereunder, determines that such default is of a nature and magnitude so as to defeat or frustrate the essential purposes hereof, and further determines that such default may or will result in substantial injury to the public health, safety or welfare, the parties agree as follows:

1. The County shall be entitled to declare immediately that this Agreement and the Contractor's right to proceed hereunder are terminated; and
2. The County shall be entitled, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities or other instrumentality's in possession of the Contractor as may be necessary to permit the County to provide and perform collection of solid waste and landscape (brush) recycling on an interim basis until such time a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the County shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment,

containers, facilities or other instrumentality's, subject to any offsets or claims by the County against the Contractor.

- 14.3 **Non-Compliance:** In the event the County finds the Contractor in noncompliance with the terms of this Agreement, written notification to the Contractor specifying the violation is required. The letter should provide the Contractor reasonable time to cure violation; notwithstanding a situation that poses a threat to health and safety of human life. The Contractor must reply, in writing, as to resolution of violation.

## **Section 15. BOOKS AND RECORDS**

The Contractor hereby agrees to maintain, at its local office or principal place of business within the State, adequate books and records relating to the performance of its obligations under this Agreement. The Contractor agrees to maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the contract operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be available for inspection by the County at any time during normal working hours.

## **Section 16. CONTRACTOR' S INDEMNIFICATION OF THE COUNTY**

The Contractor hereby assumes risk of loss and/or injury to property and/or persons arising directly or indirectly from the performance of any of its obligations under this Agreement; and further agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including but not limited to, expenses of litigation and attorney's fees, arising from any such claim, loss or injury. The Contractor likewise agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including, but not limited to, expenses of litigation and attorney's fees, arising out of or relating to any contract or agreement by and between the Contractor and its subcontractors for the collection of solid waste and landscape (brush/bulky) services.

Without limiting the foregoing, the Contractor further agrees that the indemnity provided for herein shall extend to and include any and all claims against the County arising out of or predicated upon the Environmental Laws as defined herein.

## **Section 17. INSURANCE**

### **Minimum Limits of Insurance**

The Contractor shall maintain limits no less than:

1. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per-occurrence basis. The County may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
2. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with the contract.
3. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the State of Texas.



## **Section 18. CONTRACTOR'S LOCAL OFFICE**

- 18.1 Office/Managing Agent: Throughout the term of this Agreement, the Contractor shall maintain a local office and authorized managing agent within the County and shall designate in writing the agent upon whom all notices may be served from the County. Service upon the Contractor's agent shall always constitute service upon the Contractor.
- 18.2 Hours: The Contractor's local office shall be open during collection hours so that Customers can lodge complaints, requests for information, and requests for service. At a minimum, the Contractor's local office shall be open during the hours of 8:00 A.M. and 5:00 P.M., local time, Monday through Friday.
- 18.3 Staffing: The Contractor's local office shall have a responsible person in charge during collection hours on collection days, shall be equipped with sufficient telephones, a local telephone number, and sufficient personnel to receive telephone calls. Personnel shall receive calls in a courteous and polite manner, record all complaints, and resolve all complaints in an expeditious manner within the following twenty-four (24) hour period. After hours communications should be provided by the Contractor through use of an answering machine that shall record all incoming calls.

## **Section 19. CUSTOMER COMPLAINTS**

The Contractor shall within thirty (30) days of the Effective Date establish a written procedure for handling all service complaints from Customers. A copy of such procedure shall be kept at the local office of the Contractor and be provided to the County within such thirty (30) day period. At a minimum the Customer complaint procedure shall provide that all customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. Further the Contractor shall supply the County with copies of all complaints, at least monthly, indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. In addition, the Contractor will keep a telephone log on all customer related phone calls, both incoming and outgoing calls, and shall supply the County with a copy at least weekly.

## **Section 20. ASSIGNMENT**

The Contractor agrees that it may not, without prior written approval of the County, assign any rights or delegate any duties arising hereunder; the Contractor further agrees that any such assignment or delegation of rights or duties shall not relieve the Contractor of its obligations to the County hereunder unless expressly agreed to by the County in writing.

## **Section 21. MISCELLANEOUS PROVISIONS**

- 21.1 Independent Contractor: The relationship of the Contractor to the County shall be that of an independent Contractor, and no principal-agent or employer-employee relationship between the parties is created by this Agreement. By entering into this Agreement with the County, the Contractor acknowledges that it will, in the performance of its duties under this Agreement, be acting as an independent contractor and that no officer, agent, or employee of the County and that no officer, agent or employee of the Contractor will be for any purpose an employee of the County and that no officer, agent or employee of the Contractor is entitled to any privileges of a County employee or officer under any provision of the statutes of the State of Texas and orders of the County.
- 21.2 Choice of Law; Venue: The parties agree that this agreement shall be governed by the law of the State of Texas; the parties further agree that venue for all actions arising out of this Agreement shall be in Cameron County, Texas.

- 21.3 Bankruptcy; Insolvency: It is agreed that if the Contractor is adjudged bankrupted (voluntary or involuntarily), then this agreement shall terminate effective on the day Bankruptcy petition is filed.
- 21.4 Discrimination Prohibited: The Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer and have an affirmative action plan.
- 21.5 Rights to Require Performance: The failure of one of the parties at any time to require performance by the other party of any provisions hereof shall in no way affect the rights of such party thereafter to enforce the same. Nor shall waiver by a party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provisions itself
- 21.6 Unenforceable Provisions: If any provision of this Agreement shall be declared illegal, void, or unenforceable; the other provisions shall not be affected and shall remain in full force and effect.
- 21.7 Notices: Any notice required or permitted to be delivered hereunder shall be in writing to the County Manager with a copy to the Solid Waste Coordinator.
- 21.8 Force Majeure: Neither the Contractor nor the County shall be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
- 21.9.1 Compliance with Laws: The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the County calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then the Contractor shall immediately desist from and correct such violation.
- 21.9.2 Clean Ups: The Contractor shall assist the County in any County Cleanups necessitated by natural disasters, (as declared by the Governor of the State of Texas) and be reimbursed for such additional service by County at Contractor's actual direct cost above its normal operating expenses.
- 21.10 Effective Date: The Effective Date of this Agreement shall be INSERT DATE.
- 21.10.1 Payment of Certain Costs: The Contractor shall pay \$60,000.00 in full within thirty (30) days prior to the Effective Date and separate from all other remittances, to defray County administrative expenses related to the award of this Agreement.

\_\_\_\_\_  
(Name of Contractor)

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Cameron County

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**END OF RFP**