

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND ENVIRONMENTAL LOGISTICS CO., LLC FOR PURCHASE OF
SHOOTING RANGE MAINTENANCE, CLEANING, AND DISPOSAL SERVICES**

THE STATE OF TEXAS §
CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

This Agreement ("Agreement") is made and entered into on this the ____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and ENVIRONMENTAL LOGISTICS CO., LLC, whose offices are located at P.O. Box 3238, McKinney, Texas 75070 referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase shooting range maintenance, cleaning and disposal services; and

WHEREAS, City has issued its "Request for Proposals" for the provision of said services; and

WHEREAS, City has determined the proposal submitted by Vendor provides the best value to the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 24-033 dated June 2024 ("RFP"); (b) Vendor's Proposal; and (c) any exhibits and/or addenda thereto.

Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
 - (2) Vendor's Proposal;
 - (3) City's Request for Proposals, Addenda, exhibits, and attachments.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Environmental Logistics Co, LLC, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the Effective Date.
- C. City reserves the right to review the relationship at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

A. City selected Vendor to supply the Services as outlined in the RFP; any Addenda to RFP; and the Proposal submitted by Vendor, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Vendor in its Proposal.

The Services which are the subject matter of this Agreement are described in Exhibit "A" which is fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED; SCOPE OF WORK

- A. All items in "Attachment D – Bid Sheet" of Exhibit "A" are awarded to Vendor.

B. Vendor shall satisfactorily provide all Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the Services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment D – Bid Sheet" of Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed \$732,000.00 for the term of this Agreement.

6.0 INVOICES

A. All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of Services provided; and
4. Delivery dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

A. Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's proposal, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives the Services under this Agreement, the date the performance of the Services under this Agreement are completed, or the date City receives a correct invoice for the services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the Service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the Services performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth in the RFP and on the City's website at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

13.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Jason Huf
Police Department
2701 North Mays Street
Round Rock, TX 78665
(512) 671-2795
jhuf@roundrocktexas.gov

14.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

16.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

17.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Environmental Logistics Co., LLC
P.O. Box 3238
McKinney, Texas 75070

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.


C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Environmental Logistics Co., LLC

By: 
Printed Name: Amy Gilbreath
Title: President
Date Signed: 11/20/24

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

**SHOOTING RANGE MAINTENANCE, CLEANING,
AND DISPOSAL**

SOLICITATION NUMBER 24-033

JUNE 2024

**SHOOTING RANGE MAINTENANCE, CLEANING, AND DISPOSAL
 PART I
 GENERAL REQUIREMENTS**

- PURPOSE AND BACKGROUND:** The City of Round Rock, located in Williamson County, herein after "the City" seeks a bid from firms experienced in providing indoor gun range cleaning and disposal services. The City intends to purchase from this contract products and services needed for indoor gun range cleaning, including disposal of casings, replacement of filters, and disposal of other contaminated materials.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A- Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Subcontractor Information Form	Separate Attachment
Attachment D – Cost Proposal Sheet	Separate Attachment

- SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	June 26, 2024
Deadline for submission of questions	July 11, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately July 16, 2024 @ 5:00 PM, CST
Deadline for submission of responses	July 30, 2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

- SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary

Exhibit "A"

for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City’s electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the City.
 - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock (“City”), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City’s Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

 - A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract (“Offeror”) and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation (“Offers”), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or

Exhibit "A"

should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

- iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
- iv. Your protest must be concise and presented logically and factually to help with the City's review.

C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:

- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
- ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
- iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
- iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
- v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
3. **LEAD POLLUTION/HAZARDOUS MATERIALS INSURANCE:** For work which involves hazardous materials Contractor or Subcontractor responsible for the work shall comply with the following insurance requirements in addition to those specified above.
 - A. Provide a lead pollution liability policy or lead pollution endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude lead pollution and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30-day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.
 - B. Contractor or Subcontractors responsible for transporting any hazardous materials shall provide pollution coverage. Federal law requires interstate or intrastate transporters of hazardous materials to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting hazardous materials in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of hazardous materials in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of hazardous material shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of hazardous materials. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing gun range maintenance, cleaning, and disposal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Ensure that all employees comply with all Environmental Protection Agency (EPA) regulations and safety protocols.
 - C. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

- D. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - D. Ensure all Employees have had a background check.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for providing gun range maintenance, cleaning, and disposal services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

Jason Huf
Police Sergeant
Police Department
Phone: +1 (512) 671-2795
E-mail: jhuf@roundrocktexas.gov

Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock Police Department, hereinafter referred to as RRPD, is seeking a contract to provide turn-key maintenance, cleaning, and lead abatement services at the Public Safety Training Center located at 2801 N. Mays St., Round Rock, Texas 78665. In addition to cleaning and lead abatement services, RRPD will require the Contractor to recycle all spent brass and dispose of lead and other items as needed.
2. **RANGE DETAILS:** Additional information regarding the indoor gun range includes:
 - A. The City estimates the firing of 1 million rounds annually in this single-story range.
 - B. The Meggitt rubber bullet trap is 75' wide and was installed in February of 2018. It has a ramp and loading dock with rollup door access to the bullet trap.
 - C. Firing line distances from the trap vary from 0-50 yards and provide prone, kneeling, standing, and tactical firing positions.
 - D. There are no single baffles. It is an open range with 12 firing lines and targets at the trap.
 - E. The weapons cleaning room dimensions are approximately 15' x 30'. The ammunition room is approximately 20' x 30'. The Control room is approximately 15' x 15'. The hallway leading to the into the range is approximately 10' by 15'.
 - F. The ventilation system is located on the roof of the range and it is accessible by a ship ladder inside of the building.
 - G. The City would like all brass and lead projectiles to be recycled by the successful Contractor and a "credit" issued to the City for the value of recycled items if possible. Otherwise, the Contractor shall dispose of brass and lead in a way that meets all Federal and State Laws.
 - H. There is a sensor in the air system that will indicate when the filters need to be changed out.
 - I. The RRPD firing range consists of one range.
3. **CONTRACTOR'S RESPONSIBILITIES-** The Contractor shall:
 - A. Comply with all federal, state, and local regulations concerning hazardous waste operations. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule, or regulation of the U.S. Environmental Protection Agency (USEPA), the Texas Commission of Environmental Quality (TCEQ), the Texas Railroad Commission (RRC), the U.S. and Texas Departments of Transportation (DOT), EPA, or any other regulatory authority or agency or any other regulatory authority or agency. In the event that any law, regulation, or ordinance becomes effective after the start of this Agreement, the Contractor is required to comply with the new policy. Any mandates requiring the City to comply with new guidelines will also require the Contractor to comply.
 - B. Obtain and maintain during the term of the Agreement, at no additional charge to the City, all licenses, permits, authorizations, or any documents required by federal, state, county, and municipal governments and other authorities so that the contractor may conduct the work necessary to fulfill the requirements of the Agreement.
 - C. Furnish and provide all equipment, materials, tools, safety equipment, supplies, and parts for Contractor owned equipment, transportation, handling, storage, labor, and supervision required for proper execution of this contract.
 - D. The awarded respondent shall perform a Toxic Characteristic Leaching Procedure (TCLP) test before waste can be removed from the site.
 - E. Perform work in accordance with all applicable codes and trade practices, including, but not limited to testing, handling, and disposal permits.
 - F. Provide proof of lead awareness and abatement training for all personnel performing services under this contract. Contractor personnel shall be equipped with all necessary personal protective equipment to perform lead abatement of the firing range. The Contractor is responsible for storing and transporting contaminants from the site.
 - G. Failure to provide suitable equipment and PPE for the performance of this contract may be grounds for the City to terminate the contract.

Exhibit "A"

4. **SERVICE REQUIREMENTS:** The Contractor shall:

A. Services shall be performed at:

**Public Safety Training Center
2801 Mays Street
Round Rock, TX 78681**

B. **CLEANING REQUIREMENTS:** The Contractor shall provide monthly services where the contractor shall:

- i. Clean the lead contaminated areas of the weapons range including all lanes.
- ii. Clean all door mats and receptacles containing lead contaminated items.
- iii. Clean all hard surfaces, as well as work area, using proper equipment. Hard surfaces will also include the top sides of baffles and the top of the bullet trap behind the range and stations.
- iv. Not use rubber curtains to contain dust and debris during cleaning.
- v. Inspect and vacuum the area around the lead containment system and bullet trap area and all other accumulation areas on the range once the lead removal has been completed.
- vi. Perform services on all range floors, bullet traps, firing lanes, weapon cleaning rooms, the ammo rooms, classrooms and any other room as requested.
- vii. Collect all lead and brass from the firing range. While the City may assist with brass collection the Contractor shall be responsible for sorting lead and brass. The Contractor shall provide the proper temporary containers for both lead and brass.
- viii. It is preferred that the Contractor supply company owned equipment. The City will provide storage for equipment if required. Equipment should be decontaminated properly on a schedule. All wheels should be cleaned after each monthly cleaning so as not to spread contaminants.
- ix. All cleanings should be completed in a single workday.

C. **LEAD ABATEMENT:** The Contractor Shall:

- i. The range has a granulated rubber trap with steel plates behind. The plate will need to be cleaned of lead and lead dust when the lead is mined (rubber removed) from the trap.
- ii. This is performed annually.
- iii. Lead abatement shall be completed within one work week.
- iv. On an as needed basis, Contractor shall mine the lead from the bullet trap, sort and clean the granulated rubber, and replace it back into the bullet trap. No rubber will need to be supplied by the Contractor the City will purchase rubber as needed.

D. **FILTERS:** The Contractor Shall:

- i. Replace HEPA Filters annually as determined by the City. The Filter size is 24 x 24 x 12 inches.
- ii. Replace BAG Filters Three times a year as determined by the City. The filter size is 24 x 24 x 11.5 inches.
- iii. Replace Clean Air Filters twice a year as determined by the City. Filter size is 16 x 25 x 2 inches and 16x20x2 inches.
- iv. The City shall provide all filters for replacement.
- v. Note that on Attachment D Cost Proposal Sheet the quantity shall reflect the number of filters multiplied by the number of replacements per year.

E. **DISPOSAL:** The Contractor Shall:

- i. Collect all spent lead and brass from the shooting range and recycle it. If items are not recyclable, the Contractor shall dispose of them in a legally responsible manner ensuring compliance with all applicable law and regulations. Items do not need to go to a smelter. As long as the metal is properly disposed of (in accordance with all applicable laws) whatever is most cost-effective to all parties involved is acceptable.
- ii. Provide removal, installation, processing, double bagging, sealing, transporting, HAZ-MAT recycling of each lead contaminated filter when economically feasible, and properly dispose of all filters into a Contractor-supplied Conex container stored on site (or similar set-up) as needed.

Exhibit "A"

- iii. Provide Conex container to be placed in area designated by the City near the firing range. Containers should be appropriately labeled with the appropriate hazardous materials labels. Haul off full Conex container as needed to the appropriate disposal facilities.
 - iv. Properly dispose of Class 1 and Class 2 waste.
- 5 DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with a designated Supervisor name and telephone number.
 - B. This contact person shall remain the same throughout the contract term. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. No substitutions of key personnel shall be permitted without the written approval of the City's designated representative. Email is an acceptable form of communication after initial project meeting.
 - C. Answering machines/services are unacceptable as a point of contact.
 - D. The contact person shall be identified on the solicitation document and may be required to attend an oral presentation to the selection team prior to the award of the contract.
- 6 CITY'S RESPONSIBILITIES:** The City shall:
- A. Allow full access to the range during the hours of 8:00AM to 5:00PM CST to complete all services on regular business days. Unless otherwise approved by the City POC.
 - B. Allow access to the large rolling door adjacent to the range for loading and unloading of equipment.
 - C. Provide space for Conex container
 - D. Provide outlets necessary to utilities for all equipment.
 - E. Provide all filters that require replacement.
 - F. Close down the range as needed for the completion of the described work.
 - G. Coordinate scheduling with Contractor
 - H. The Range Master or designee will sign off on a completed task list.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A- Proposal Submittal Form
- Attachment B- Reference Sheet
- Attachment C- Subcontractor Form
- Attachment D- Cost Proposal Sheet
- Acknowledged Addenda (if applicable)
- Copies of all Certifications for Company and Employees
- Required OSHA logs as listed below
- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- All Federal, State and Local Certifications required for company and form personnel that will be onsite.
- OSHA Log 300, 300A and 301 for the past 36 months.

3. EVALUATION CRITERIA:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Safety:** Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - Your approach to the City's needs. Describe how you will provide the required services in detail from the time the request is received to the completion of services.
 - Safety Protocols and Policies for the Contractors employees
 - Safety Protocols for Clients sites

B. Segment 2 – Company Work Experience and Personnel

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Exhibit "A"

- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
 - iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Please list any experience in Central Texas if available. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
 - v. Contractors' past performance with the City may be evaluated.
- b. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
- i. Total (not to exceed) Cost

4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution, Approach, & Safety Protocols (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

Exhibit "A"

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
 - B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
 - D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
 - B. Provide City contact(s) information for implementation of the Agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

ATTACHMENT A
EXHIBIT A
SOLCITATION SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.


By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): Environmental Logistics Company, LLC

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Amy Gilbreath

TITLE: President **DATE:** 8/6/24

STREET: PO Box 3238

CITY/STATE/ZIP: McKinney, TX, 75070

TELEPHONE & FAX NO.: 469-742-9981

E-MAIL ADDRESS: agilbreath@envirologistics.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 75-2963165

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

Exhibit "A"
ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 24-033

RESPONDENT'S NAME: Environmental Logistics Company, LLC

DATE: 8-6-24

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>Collin College</u> |
| | Name of Contact | <u>LeRoy Fuentes</u> |
| | Title of Contact | <u>Rangemaster</u> |
| | E-Mail Address | <u>lfuentes@collin.edu</u> |
| | Present Address | <u>3600 Redbud Boulevard</u> |
| | City, State, Zip Code | <u>McKinney, TX 75069</u> |
| | Telephone Number | <u>(972) 548-6863</u> Fax Number: () |

- | | | |
|----|-----------------------|--|
| 2. | Company's Name | <u>Tarrant County College – Northwest Campus</u> |
| | Name of Contact | <u>Adam Bush</u> |
| | Title of Contact | <u>Rangemaster</u> |
| | E-Mail Address | <u>adam.bush@tccd.edu</u> |
| | Present Address | <u>4801 Marine Creek Parkway</u> |
| | City, State, Zip Code | <u>Fort Worth, TX 76179</u> |
| | Telephone Number | <u>(817) 515-7573</u> Fax Number: () |

- | | | |
|----|-----------------------|---|
| 3. | Company's Name | <u>City of Arlington</u> |
| | Name of Contact | <u>Cpl. Charles Crawford</u> |
| | Title of Contact | <u>Rangemaster</u> |
| | E-Mail Address | <u>Charles.Crawford@arlingtontx.gov</u> |
| | Present Address | <u>6000 West Pioneer Parkway</u> |
| | City, State, Zip Code | <u>Arlington, TX 76013</u> |
| | Telephone Number | <u>(817) 299-2892</u> Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"
Attachment D- Bid Sheet
Shooting Range Maintenance, Cleaning and Disposal Services
RFP 24-033-UPDATED-2

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 24-033 Shooting Range Maintenance, Cleaning and Disposal Services.

Special Instructions: All prices must be quoted in order to be considered responsive, The City reserves the right to purchase more or less than the quantities indicated below

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Monthly Regular cleaning of entire gun range from firing line to back plates and fill divots in the bullet trap by pushing the granulated rubber back up into the trap.	12	ea.	\$1,650.00	\$19,800.00
2	Monthly Standard D-lead wipe-down of all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	12	ea.	\$475.00	\$5,700.00
3	Bag Filters Replacement 3x a year (As needed, replacement 24 x 24 x 12 inches) Filters will be provided by the City	72	ea.	\$35.00	\$2,520.00
4	Heppa Filters Replacement 1x a Year (24 x 24 x 11.5 inches) Filters will be provided by the City	72	ea.	\$35.00	\$2,520.00
5	Clean Air Filters Replacement -(16 x 25 x 2 inches) Filters will be provided by the City	66	ea.	\$25.00	\$1,650.00
6	Clean Air Filters Replacement -(16 x 20 x 2 inches) Filters will be provided by the City	22	ea.	\$25.00	\$550.00
7	Rolloff (Connex) rental per month 25 yard sealed	24	ea.	\$465.00	\$11,160.00
8	Profiling, Transportation of Disposal of Hazardous Waste Rolloff (Connex)	2	ea.	\$17,300.00	\$34,600.00
9	Disposal of Class 1 and Class 2 Waste	2	ea.	\$1,800.00	\$3,600.00
10	Monthly HEPA Vacuuming of entire range floor. (12 Positions)	12	ea.	\$1,450.00	\$17,400.00
11	Rubber trap mining of particulate material from trap and add new rubber, ordered as needed	2	ea.	\$23,450.00	\$46,900.00

FOR INFORMATION ONLY- This section will not be evaluated but will become part of the contract. The City would like all brass and lead projectiles to be recycled and a reasonable credit be issued for the value of recycled items if available. We understand the recyclable credit will fluctuate due to market value.

No.	Description	Quantity	Unit	Unit Credit	
12	Credit- Brass casings- Recycled	1	lb.	current rate*	
13	Credit- Lead projectiles- Recycled	1	lb.	current rate*	
Annual Total:					\$146,400.00

*Recycling credit will include the current rate per pound minus \$850 for loading and transport of the drums to the recycling facility



August 13, 2024

Purchasing Division
City of Round Rock
221 East Main Street
Round Rock, Texas 79664-5299

RE: RFP Solicitation Number 24-033
Shooting Range Maintenance, Cleaning, and Disposal

Dear Sirs,

Environmental Logistics Company, LLC (ELC) is pleased to present this bid response for the Shooting Range Maintenance, Cleaning, and Disposal for the City of Round Rock Public Safety Training Center located at 2801 North Mayes Street in Round Rock, Texas.

Per requirements in the RFP Solicitation Number 24-033, ELC has submitted the following documents:

- Attachment A- Proposal Submittal Form
- Attachment B- Reference Sheet
- Attachment C- Subcontractor Form
- Attachment D- Cost Proposal Sheet
- Acknowledged Addenda
- Copies of all Certifications for Company and Employees
- Required OSHA logs; OSHA Log 300A and 301 for the past 36 months
- Segment requirements (see below)
- A statement of compliance with all applicable rules and regulations of Federal, State and Local governing entities; All certification required for company and personnel that will be required onsite.

As requested in the RFP, responses to each evaluation criteria segment are provided below:

A. Segment 1 – Respondent's Solution, Approach, & Timeline

- i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

The range cleaning, lead abatement, filter changes, and disposal events will be performed in accordance with the RFP cleaning requirements and all applicable local, state, and federal rules and requirements. The range floor cleaning will be accomplished utilizing a vacuum equipped with a nylon broom and filtration for micro-fine dust control. Cleaning of the indoor rooms with direct access to the range and other surfaces will be accomplished utilizing a high-efficiency particulate air (HEPA) filter-equipped vacuum. If surfaces become particularly impacted, they may be additionally hand wiped with cloth towels.

- ii. Program Approach and Safety: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
- Your approach to the City's needs. Describe how you will provide the required services in detail from the time the request is received to the completion of services.

The range floor, bullet traps, firing lanes, weapons cleaning rooms, ammo rooms, and classrooms will be accomplished utilizing a vacuum equipped with a nylon broom and filtration for micro-fine dust control. Cleaning of the indoor rooms with direct access to the range and other surfaces will be accomplished utilizing a high-efficiency particulate air (HEPA) filter-equipped vacuum. If surfaces become particularly impacted, they may be additionally hand wiped with cloth towels.

- **Safety Protocols and Policies for Contractors Employees & Clients Sites**

ELC will develop a Site-Specific Health & Safety Plan for the facility, and all ELC personnel are trained to comply with the requirements in this plan. All personnel are HAZWOPER certified and have lead awareness training.

Lead has been identified as a potential contaminant at the facility and certain maintenance activities will produce lead-impacted materials. The City of Round Rock has recognized that activities required for routine maintenance of the facility such as: 1) range floor and trap cleaning; 2) heating, ventilation, and air-conditioning (HVAC) air filter maintenance; 3) spent lead collection, and; 4) cleaning of indoor rooms with direct access to the range, will necessitate adherence to U.S. Occupational Safety & Health Administration (OSHA) worker exposure regulations for lead (29 CFR 1926.62, 1910.1025), as well as, special waste handling in accordance with the Resource Conservation and Recovery Act (RCRA, 40 CFR).

Since it is anticipated that personnel may be exposed to concentrations at or above the permissible exposure limit (PEL) for lead, the OSHA lead worker exposure program regulations will be followed to properly manage the risks associated with the handling of these materials at this Site. Medical surveillance is utilized by ELC to evaluate the medical condition of its employees exposed to lead. The general guidelines presented in the OSHA standard for Hazardous Waste Operations and Emergency Response (29 CFR 1910.120) are observed and ELC provides on-going training and screening to appropriately address and minimize potential lead exposure.

B. Segment 2 – Company Work Experience and Personnel

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Environmental Logistics Company, LLC
PO Box 3238
McKinney, Texas 75070

Environmental Logistics Company, LLC (ELC) is a Texas-based environmental and industrial services contractor serving consultants, manufacturers, contractors, developers, lending institutions, energy producers, petroleum production and distributing firms, and public entities. Located in McKinney, Texas in the Dallas/Fort Worth metroplex, we deliver the highest level of performance and cost-effective solutions.

ELC is a Texas Commission on Environmental Quality (TCEQ) licensed Corrective Action Specialist (CS0000162) and registered Industrial & Hazardous Waste Transporter

(SWR91584). Additionally, ELC is certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB, 48625).

- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and the personnel who will be actively engaged in the project. Please list any experience in Central Texas if available. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

ELC currently has maintained long-term contracts (several since 2010) for Weapons Range Cleaning and Maintenance with the City of Fort Worth, Collin College (Collin College Law Enforcement Academy), Tarrant County College Northwest Campus, and the City of Mansfield. ELC currently provides cleaning and disposal services for these facilities on schedules including weekly, monthly, quarterly, and as needed. ELC coordinates with the range master frequently to ensure that all maintenance needs are met in a timely manner to allow for the continued safe and healthy operation of each facility.

Additionally, ELC has performed mining of the current City of Frisco Police weapons range and the former Collin College Police Academy rubber mulch range, which are similar ranges to the City of Round Rock.

- iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

ELC personnel involved with this project include, but are not limited to the following:

- *Billy Gilbreath, Field Supervisor*
- *Brandon Dacome, Field Technician*
- *James Bell, Field Technician*
- *Lauren Gilbreath, Field Supervisor*
- *Joseph Gilbreath, Field Technician*
- *Kennan Reed, Field Technician*

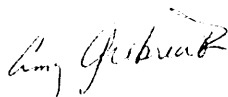
- v. Contractors' past performance with the City may be evaluated.

ELC performed range cleaning services for the City of Round Rock in 2019.

C. **Segment 3 – Cost Proposal:** Please see the Cost Proposal Sheet in Attachment D.

ELC appreciates the opportunity to submit this bid. Please feel free to contact me at 469-742-9981 if any additional information is needed.

Very truly,
ENVIRONMENTAL LOGISTICS COMPANY, LLC



Amy Gilbreath, PG
President