

**EXHIBIT**  
**"A"**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND SUPER UNIVERSAL WASTE, LLC  
FOR THE PURCHASE OF  
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL**

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

This Agreement for the purchase of Household Hazardous Waste Collection and Disposal (hereinafter “Goods and Services”) 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 SUPER UNIVERSAL WASTE, LLC, whose offices are located at 9044 Long Point Road, Houston, TX 77055 referred to herein as “Vendor.”

**RECITALS:**

**WHEREAS**, City desires to purchase the Goods and Services; and

**WHEREAS**, City has issued its Invitation for Bid, (“IFB”) for the provision of said Goods and Services; and

**WHEREAS**, City has determined the bid submitted by Vendor is the lowest responsible bid; and

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

**NOW, THEREFORE, WITNESSETH:**

That for and 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 authorized to buy the Goods and Services and Vendor is obligated to sell same. The Agreement includes the following, which is attached hereto as Exhibit A: (a) City’s Invitation for Bid, designated Solicitation Number 24-012 dated January 2024 (“IFB”); (b) Vendor’s Solicitation Submittal Form and Execution; and (c) Vendor’s Bid Sheets, 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 Solicitation Submittal Form and Bid Sheet;
  - (3) City's IFB, 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. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment described in the IFB.
- E. **Vendor** means Super Universal Waste, LLC, or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

- A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with Section 16.0.
- B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the Goods and Services as outlined in the IFB; any Addenda to IFB; and the Bid submitted by Vendor, all as contained 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 IFB and any Addenda to IFB and as offered by Vendor in its Bid.

The Goods and Services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and Exhibit A is a part of this Agreement as if repeated herein in full.

## **4.0 ITEMS AWARDED; SCOPE OF WORK**

- A. All items in "Attachment C – Bid Sheet" of Exhibit "A" are awarded to Vendor.
- B. Vendor shall satisfactorily provide all Goods and Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in

accordance with this Agreement and Exhibit A and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

## **5.0 COSTS**

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in “Attachment C – Bid Sheet” of Exhibit “A.”

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$196,640.00** for the term of this Agreement.

## **6.0 INVOICES**

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 items received; and
4. Delivery dates.

## **7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s bid, with the consent and agreement of the Vendor and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the service provider’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 if the governing body of City does not appropriate funds sufficient to purchase the Goods and 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.

## **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 Goods and 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 Goods and 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 goods delivered or 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 goods delivered or the service 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 insurance requirements set forth in the IFB and on the City's website at:

[http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](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:

Jennifer Trogdon  
Solid Waste Coordinator  
Utilities and Environmental Services Department  
3400 Sunrise Road  
Round Rock, TX 78665  
(737) 610-5458  
[jtrogdon@roundrocktexas.gov](mailto:jtrogdon@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, 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:**

Super Universal Waste, LLC  
9044 Long Point Road  
Houston, TX 77055

### **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.

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

**Super Universal Waste, LLC**

By: Thomas Oakley Sr  
Printed Name: THOMAS OAKLEY SR  
Title: CEO  
Date Signed: 7-6-2024

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

**For City, Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION  
AND DISPOSAL SERVICES**

**SOLICITATION NUMBER 24-012**

**JANUARY 2024**

# Exhibit "A"

City of Round Rock  
Household Hazardous Waste  
Collection and Disposal Services  
IFB 24-012  
Commodity Code: 926-45  
January 2024

## HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in the collection and disposal of household hazardous waste (HHW).

The City has been operating a household hazardous waste collection and disposal facility since May 2004. All collection events will be held at the City recycling center located at 310 Deepwood Drive in Round Rock, Texas. This facility will serve approximately 120,000 persons. Participation is expected to serve 1500 to 2000 households annually. It is estimated that thirty (30) tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste. The City's estimated annual not-to-exceed amount is \$40,000 per year for a total of \$200,000 over the course of the contract.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work/Specifications	Page(s) 10-12
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B - Reference Sheet	Separate Attachment
Attachment C – Non-Conforming Waste List	Separate Attachment
Attachment D – Bid Sheet	Separate Attachment

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

EVENT	DATE
Solicitation released	March 6, 2024
Deadline for submission of questions	March 18, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately March 21, 2024 CST
<b>Deadline for submission of responses</b>	<b>April 4, 2024 @ 3:00 PM, CST</b>

All questions regarding the solicitation shall be submitted through Bonfire 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>

4. **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

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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 Invitation for bid 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.

6. **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 household hazardous waste collection 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. 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.
- C. 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.
- D. Possess all licenses, permits, authorizations, or any documents required by federal, state, county, and municipal governments and other authorities required to perform services.

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>.

7. **RESPONSE REQUIREMENTS:** The Respondent, by electronically submitting their Offer, acknowledges that he/she is an authorized representative of the Vendor, has received and read the entire document packet sections defined above, including all documents incorporated by reference, and agrees to be bound by the terms therein. The Respondent shall include the following information with their bid response:

- ❖ Attachment A - Proposal Submittal Form
- ❖ Attachment B – Reference Sheet
- ❖ Attachment D – Bid Sheet
- ❖ Acknowledged Addenda (if applicable)
- ❖ The EPA and TCEQ Identification Numbers for the collection activities shall be submitted with the bid. These numbers will be used to identify and treat collected wastes.

8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price.

# Exhibit "A"

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- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

9. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
10. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder 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 bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
11. **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](mailto: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 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.

## Exhibit "A"

City of Round Rock  
Household Hazardous Waste  
Collection and Disposal Services  
IFB 24-012  
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January 2024

- 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.

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## 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/>

# Exhibit "A"

City of Round Rock  
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## 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. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications, and the amounts shown on bid sheet.
  - C. 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. **LEGAL GENERATOR:** The Contractor shall be considered the Legal Generator of all waste removed from the site pursuant to this Agreement. The contractor shall not delegate this responsibility to any subcontractor. Being considered legal generator of waste removed from the site includes, but is not limited to, the Contractor:
  - A. Being listed as the legal generator on the EPA Uniform Hazardous Waste Manifest for such wastes which are subject to manifesting under state or federal law;
  - B. Signing the EPA Uniform Hazardous Waste Manifest, where applicable, for any class waste transported from the site, certifying proper classification, packaging, labeling, and shipping of the waste; and,
  - C. Signing the TCEQ-0757 form as the generator/representative for the contractor as the generator when the use of that form is required by law.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in household hazardous waste collection and disposal services.
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. 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.
  - C. 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 wear a company uniform that clearly identifies them as the Respondent's employee while working on City property.
  - 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.
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,



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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 household hazardous waste collection 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 10% 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](mailto: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. **POST AWARD MEETING:** The City and successful Respondent(s) may have 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 agreement.
  - C. Identify specific milestones, goals, and strategies to meet objectives.

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### **13. 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:  
**Jennifer Trogdon**  
**Solid Waste Coordinator**  
**Utilities and Environmental Services**  
**Phone: (737) 610-5458**  
**E-mail: [jtrogdon@roundrocktexas.gov](mailto:jtrogdon@roundrocktexas.gov)**
- C. Do not contact the individual listed above with questions or comments regarding this solicitation during the solicitation.

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## PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City has been operating a household hazardous waste collection and disposal facility since May 2004. All collection events will be held at the City recycling center located at 310 Deepwood Drive in Round Rock, Texas. This facility will serve approximately 120,000 people. Participation is expected to serve 1500 to 2000 households annually. It is estimated that thirty tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste.
2. **SERVICE REQUIREMENTS:** Services shall include, but are not limited to, training City personnel, providing all containers and packing materials for disposal; personnel to pick up, create and apply shipping labels, generate manifests, and transport/dispose of HHW from the City facility on scheduled pickup dates in accordance with the minimum requirements herein and as mutually agreed between the contractor and the City. 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.
  - 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. Services shall be performed at:

**City of Round Rock Recycling Center  
310 Deepwood Drive  
Round Rock, TX 78681**
3. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall:
  - A. Establish and implement a procedure according to regulations contained in 40 CFR 262.11 to identify unknown or partially identified wastes. This procedure shall, at a minimum, consist of the following:
    - i. Open and sample containers holding unknown or partially identified wastes.
    - ii. Identify the wastes at the collection site or elsewhere in sufficient detail to permit safe transportation in accordance with applicable regulations.
    - iii. Identify the wastes at the collection site or elsewhere in sufficient detail to permit proper disposal.
  - B. Prepare the EPA Uniform Hazardous Waste Manifest and any required manifests per PART III, Item #2.
  - C. Complete an EPA Uniform Hazardous Waste Manifest that indicates the contents (volume & weight) of each drum or container transferred from the collection site to authorized storage, treatment or disposal facilities.
  - D. Within seven calendar days following the scheduled pick-up date, one legible copy of each form shall be submitted to the City's Project Representative.
  - E. Provide a copy of the Certificate of Disposal or equivalent within fourteen calendar days following the scheduled pick-up date to document the site and method of disposal.
  - F. Collect, transport, and dispose of household hazardous wastes from the City facility.
  - G. Notify the City in writing within 72 hours of receipt of any new environmental violations, warnings, or fines.
  - H. **TRAIN PERSONNEL:**
    - i. After award, train City personnel (max 8) in proper HazCat categorization, segregation, and packaging techniques for HHW collection activities to meet Department of Transportation (DOT). This training shall also include spill remediation and unknown identification procedures.
    - ii. Within thirty days of award, the Contractor shall confirm a schedule to train City personnel.

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- iii. Training of City personnel shall be conducted by qualified and/or certified individual(s) and shall be held at a designated City facility.
- iv. After award, provide a formal safety plan, including spill remediation procedures in reference to HHW.

I. **HANDLING AND SUPPLIES:** The Contractor shall:

- i. Store wastes at its storage facility in compliance with the hazardous waste rules, 30 Texas Administrative Code Chapter 335 requirements, and local fire codes and ordinances. The contractor shall continue storing the wastes at the storage facility per these requirements until authorized to ship the wastes from the facility.
- ii. Treat or stabilize wastes and perform laboratory analyses on unidentified or partially identified wastes in compliance with the requirements of the hazardous waste rules, Title 30 Texas Administrative Code Chapter 335.
- iii. Within thirty (30) days of award, contractor shall include a site visit to the City Collection Facility and provide the City with an adequate number of drums, collection containers, spill control materials, and required labels for HHW packaging and bulk latex and aerosol spray paint. These supplies shall be replenished as needed throughout the term of the contract.

J. **SCHEDULED PICKUP:** The Contractor shall:

- i. Provide a formal spill control plan that lists required materials and employees trained to initiate immediate corrective action in the case of a spill or release associated with the scheduled HHW pick-up dates. The plan shall include the management and recovery of any unplanned spill or release of wastes into the environment. These trained employees shall also serve as chemists and/or technicians. Documentation of training must be submitted upon award of contract.
- ii. Provide the adequate number of personnel on scheduled HHW pick-up days (disposal chemists and/or technicians) who must have completed, at a minimum, 40-hour hazardous materials certification training and physically worked on three (3) chemical waste collection jobs to perform all segregation, inventorying, packaging bulking, manifesting and transportation activities for the collected wastes.
- iii. Provide all equipment necessary to properly unload, handle, weigh, identify unknowns or partially identified wastes, and properly package, label, and transport all collected wastes.
- iv. Provide all personal protective equipment required by all local, state, and federal regulations for hazardous waste operations.
- v. Pick up for transport and disposal of all HHW collected by the City.
- vi. Pick-up shall be made within 7-10 business days of the request for services.
- vii. Decline pickup of all nonconforming wastes, as listed in Attachment C, during the scheduled pick-up dates.

K. **DISPOSAL:** Contractor shall make and implement all arrangements needed for the proper disposal of the wastes received during the scheduled pick-up dates, including the following:

- i. The disposition of the wastes collected shall be by direct transportation from the collection site to a licensed TSD (Transportation, Storage, and Disposal) facility authorized under the Resource Conservation and Recovery Act (RCRA), subject to approval by the City's Project Representative. In addition, said disposal facility shall be free of any pending enforcement or compliance proceedings with the EPA, TCEQ, or other local and state regulatory agencies.
- ii. If the wastes will be disposed of outside of the State of Texas, the Contractor shall provide list the sites to the City's representative for approval.
- iii. Wastes that cannot be incinerated will be authorized for disposal at a permitted hazardous waste landfill.

4. **CITY RESPONSIBILITIES:** The City shall:

- A. Conduct HHW collections independently of the contractor.
- B. Categorize, segregate, and package HHW.
- C. Provide a skid steer loader with forklift attachment and an operator for loading purposes.

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- D. Contact Contractor when disposal is necessary. The scheduled pick-up date will be determined as the amount of waste for disposal accumulates. The City will provide a minimum of seven to ten business days' notice prior to pick up.
- E. Sort and properly package material received during the collection events.
- F. Accept only residential quantities of HHW from participants and do not accept nonconforming wastes during collection activities. Nonconforming wastes are listed in Attachment C.
- G. Identify a representative who will be responsible for providing supervision and verification of all work performed under this Agreement.

**Exhibit "A"**  
**Attachment C- Bid Sheet**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**IFB 24-012**

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 IFB 24-012 Household Hazardous Waste Collection and Disposal Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total Contract award will be made by the City in an amount not to exceed \$40,000 per year. This is an estimate only, the City reserves the right to order more or less.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. 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	Flammable Liquid/Poison (lab pack)	22	55 Gallon Drum	\$250.00	\$5,500.00
2	Flammable Liquid Bulked	5	55 gal	\$300.00	\$1,500.00
3	Flammable Solids (lab pack)	1	5 gal	\$175.00	\$175.00
4	Corrosive Liquid Acid (lab pack)	3	30 gal	\$300.00	\$900.00
5	Corrosive Liquid Base (lab pack)	3	30 gal	\$300.00	\$900.00
6	Solid Toxic (lab pack)	5	55 gal	\$325.00	\$1,625.00
7	Liquid Toxic (lab pack)	5	55 gal	\$325.00	\$1,625.00
8	Liquid Toxic bulked	2	55 gal	\$525.00	\$1,050.00
9	Aerosols (non paint lab pack)	3	55 gal	\$559.00	\$1,677.00
10	Aerosols (paint lab pack)	3	55 gal	\$462.00	\$1,386.00
11	Oil based paint in cans	15	yd <sup>3</sup> Box	\$400.00	\$6,000.00
12	Latex paint bulk (Landfill Disposal)	25	55 gal	\$260.00	\$6,500.00
13	Latex paint bulk (Recycling)	25	55 gal	\$300.00	\$7,500.00
14	Oxidizer Solid (lab pack)	2	30 gal	\$425.00	\$850.00
15	Oxidizers Liquid (lab pack)	2	30 gal	\$425.00	\$850.00
16	Amines (lab pack)	1	5 gal	\$175.00	\$175.00
17	Isocyanates (lab pack)	1	5 gal	\$175.00	\$175.00
18	Organic Peroxide (lab pack)	1	5 gal	\$175.00	\$175.00
19	Reactives such as calcium carbide, zinc powder, sodium metal (lab pack)	1	5 gal	\$175.00	\$175.00
20	Mercury debris (lab pack)	1	5 gal	\$500.00	\$500.00
<b>Annual Total:</b>					<b>\$39,238.00</b>

The information provided below will become part of the contract but will not be evaluated for cost.

21	Personnel Required - Chemist	1	Hour	125	\$	125.00
22	Personnel Required - Technician	1	Hour	55	\$	55.00
23	City Personnel Training	1	Class	850	\$	850.00

<b>COMPANY NAME:</b>	Super Universal Waste LLC
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE:</b>	<i>Thomas Oakley</i>
<b>PRINTED NAME</b>	Thomas Oakley
<b>EMAIL ADDRESS:</b>	<a href="mailto:toakley@u-waste.net">toakley@u-waste.net</a>