

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION
ACTIVITIES/WASTE DISPOSAL SERVICES WITH
GREEN PLANET, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

That this Agreement for purchase of household hazardous waste disposal and collection services, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the 10 day of the month of JUNE, 2019, 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 GREEN PLANET, INC., whose offices are located at 6371 Highway 276 West, Royse City, Texas 75189, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase household hazardous waste disposal and collection services, and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City has issued its Invitation for Bid under Solicitation Number 19-006, dated February 2019, for the provision of said goods and services, and City has selected the bid submitted by Services Provider; 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:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and/or services and Services Provider is

obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid under Solicitation Number 19-006 dated February 2019; (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Purchaser's Response to IFB;
- (3) City's Invitation for Bid, Addendums, Exhibits, and Attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services Provider** means Green Planet, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective upon execution of both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

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.

3.01 TRANSFER OF WASTE AND TITLE

Services Provider shall inspect, and where desires, sample, the waste collected from City and prepare an inventory form that indicates the contents of each container of waste. Services Provider shall be considered the Legal Generator of all waste removed from any site in the City

pursuant to this Agreement. Services Provider is to prepare the Generator's Waste Material Profile Sheet and any required manifests. Services Provider shall sign as the Generator and shall not delegate this responsibility to any subcontractor. Any storage, transportation or disposal of waste undertaken pursuant to this Agreement shall comply with all applicable local, state or federal regulations and laws. 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 EPA, U.S. Department of Transportation, the Texas Railroad Commission, the Texas Commission on Environmental Quality or any other regulatory authority or agency. All wastes collected, transported and disposed of shall be in accordance with the terms and schedules set forth in Exhibit "A."

4.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the goods and services as outlined in City's Invitation for Bid under Solicitation Number 19-006 dated February 2019 and Response to IFB submitted by Services Provider, attached as Exhibit "A" and incorporated herein for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in relevant documents and as offered by Services Provider in its Response to the IFB.

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 as if repeated herein in full.

5.01 ITEMS AWARDED

All bid items set forth in the IFB (Exhibit "A") are awarded to Services Provider.

6.01 COSTS

City shall pay to Services Provider for services performed the amounts set forth in Attachment A of Exhibit "A" ("Bid Sheet"). The City's payment to Services Provider for services rendered shall not exceed **Thirty Thousand and No/100 Dollars (30,000.00) per year** for a total not-to-exceed amount of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** for the term of this Agreement.

7.01 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and

D. Delivery dates.

8.01 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 of Round Rock's bid, with the consent and agreement of the successful Services Provider(s) and Round Rock. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 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 effect such termination by giving Services Provider a written notice of termination at the end of its then-current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods 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 or services, whichever is later. Services Provider 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:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Services Provider 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

- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall in all respects comply with the provisions delineated in Part II, Paragraph 2 of City's IFB under Solicitation Number 19-006 dated February 2019.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf:

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
mthane@roundrocktexas.gov
(512) 218-3236

16.01 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.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 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 Services Provider.

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

C. Services Provider 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 Services Provider, Services Provider 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, Services Provider 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 Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider 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 Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider'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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, 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 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and/or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

21.01 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.

22.01 NOTICES

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

A. When delivered personally to recipient's address as stated in this Agreement; or

B. 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 Services Provider:

Green Planet, Inc.
6371 Highway 276 West
Royse City, TX 75189

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

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

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

23.01 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.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider 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.

26.01 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 such 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 to be void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider 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.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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 Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

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

Green Planet, Inc.

By: Virginia Belmore
Printed Name: Virginia Belmore
Title: President
Date Signed: 6-10-19

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-502253

Date Filed:
06/10/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Green Planet, Inc.
Royse City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation Number 19-006
HHW Collection and Disposal Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Virginia Belmore, and my date of birth is 1/31/19.

My address is 6371 State Hwy 276 W., Royse City, Texas, 75189, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hunt County, State of Texas, on the 10 day of June, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Exhibit "A"



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

INVITATION FOR BID (IFB)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND
DISPOSAL SERVICES**

SOLICITATION NUMBER 19-006

FEBRUARY 2019

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** 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).
2. **BACKGROUND:** 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 fifteen (15) 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 \$30,000 per year for a total of \$150,000 over the course of the contract.
3. **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 – Specifications | Page(s) 10-12 |
| Exhibit A – Non-Conforming Waste List | Page 13 |
| Attachment A – Bid Sheet and Additional Information | Page 14 |
| Attachment B – Reference Sheet | Page 15 |

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
Phone: 512-416-5417
E-mail: ckaufman@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

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

| EVENT | DATE |
|---|---|
| Solicitation released | February 8, 2019 |
| Optional Pre-Bid Meeting | February 20, 2019 @ 10:00 AM CST |
| Deadline for submission of questions (if any) | February 22, 2019 @ 5:00 PM, CST |
| City responses to questions or addendums (if any) | Estimated to be on February 25, 2019 |
| Deadline for submission of responses | February 28, 2019 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted 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://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the difficulties and/or restrictions inherent in the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- A. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. The pre-bid meeting shall initially begin at:
- City of Round Rock Recycling Center
310 Deepwood Drive
Round Rock, Texas 78681**
- B. Respondents will be responsible for their own transportation.
- C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Cheryl Kaufman
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

- 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.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original," one (1) identical to the original electronic copy on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ☐ **Attachment A: BID SHEET AND ADDITIONAL REQUIREMENTS:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response. **Include information regarding the additional requirements requested on separate sheets of paper and include with your response.**
- ☐ **Attachment B: REFERENCE SHEET:** 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.

10. **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;
- 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.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
 - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
12. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
13. **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

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

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, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>
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/departments/purchasing>

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
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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. 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 90 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 household hazardous waste collection and disposal as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 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 procurement process.
 - D. Have been directly responsible for the transportation, storage, and disposal of hazardous waste and worked with a permanent municipal household hazardous collection program for at least twelve months.
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 transportation, packaging, and disposal services.
4. **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 Uniform Hazardous Waste Manifest for such wastes which are subject to manifesting under state or federal law;
 - B. Signing the Generator Certification of the 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.
5. **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;

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- 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 Successful Respondents' obligations under this paragraph.
6. **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.
7. **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.
8. **PRICE INCREASE:** Contract prices for household hazardous waste collection and disposal 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.
- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - 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, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.

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10. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent 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 vendor 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.
11. **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.
12. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
13. **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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
14. **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.
15. **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:**

Kim Lutz
Environmental Services Manager
City Recycling Center
310 Deepwood Drive
Round Rock, Texas 78681
Phone: 512-341-3333
E-mail: klutz@roundrocktexas.gov
16. **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. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

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PART IV SPECIFICATIONS

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 persons. Participation is expected to serve 1500 to 2000 households annually. It is estimated that fifteen (15) tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste.
2. **SCOPE:** 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.
3. **SERVICE REQUIREMENTS:** 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. Complete a 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. Within seven (7) calendar days following the scheduled pick up date one legible copy of each form shall be submitted to the City's Project Representative. A copy of the Certificate of Disposal shall be provided within fourteen (14) calendar days following the scheduled pick up date to document the site and method of disposal.
 - D. 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.
 - E. Prepare the Generator's Waste Material Profile Sheet and any required manifests. These documents shall be complete and shall contain the necessary and appropriate signatures. The contractor shall sign as "generator" and the contractor shall sign as "transporter" of the waste.
 - F. Notify the City in writing within 72 hours of receipt any new environmental violations, warning or fines.
 - G. After award, train City personnel (max 8) in proper categorization, segregation, and packaging techniques for HHW collection activities.
 - H. After award, provide a formal safety plan including spill remediation procedures in reference to HHW.
 - I. Provide adequate number of collection containers, packaging materials and required labels for the City to package HHW and to bulk latex and aerosol spray paint.
 - J. Supply drums, collection containers, and spill materials to be delivered as specified in Item 6 of this scope of work.
 - K. Assume generator status of HHW picked up from the City HHW facility.

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- L. Collect, transport, and dispose of household hazardous wastes from the City collection.

4. **TRAINED PERSONNEL:**

- A. Within thirty (30) days of award, the Contractor shall confirm a schedule to train City personnel to properly HazCat, segregate, and package wastes to meet Department of Transportation (DOT) requirements. This training shall also include spill remediation and unknown identification procedures.
- B. Training of City personnel shall be conducted by qualified and/or certified individual(s) and shall be held at a designated City facility.

5. **HANDLING AND SUPPLIES:**

- A. Any storage, transportation or disposal of hazardous or nonhazardous waste undertaken by the contractor under this Agreement shall comply with all applicable local, state, or federal regulations and law. 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 Environmental Protection Agency, US Department of Transportation, the Texas Railroad Commission, the TCEQ or any other regulatory authority or agency.
- B. The Contractor shall store wastes at its storage facility in compliance with the requirements of the hazardous waste rules, 30 Texas Administrative Code Chapter 335, and local fire codes and ordinances. The contractor shall continue to store the wastes at the storage facility, in accordance with these requirements until authorized to ship the wastes from the facility.
- C. The Contractor shall 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.
- D. 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 packaging of HHW and to bulk latex and aerosol spray paint.

6. **SCHEDULED PICKUP:** Nonconforming wastes, as listed in Exhibit A, will not be accepted during the scheduled pick up dates. The Contractor shall:

- A. 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.
- B. Provide 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.
- C. Provide all equipment necessary to properly unload, handle, weigh, identify unknowns or partially identified wastes, properly package, label, and transport all collected wastes.
- D. Provide all personal protective equipment required by all local, state, and federal regulations for hazardous waste operations.
- E. Pick up for transport and disposal all HHW collected by the City.
- F. Pick-up shall be made within 7-10 days of the request for services

Exhibit "A"

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7. **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:
 - A. 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 to 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.
 - B. If the wastes will be disposed of outside of the State of Texas, the Contractor shall list the sites.
 - C. Wastes that cannot be incinerated will be authorized for disposal at a permitted hazardous waste landfill.
 - D. 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. **CITY RESPONSIBILITIES:** The City shall:
 - A. Conduct HHW collections independent of contractor.
 - B. Categorize, segregate, and package HHW.
 - C. Provide a skid steer loader with fork lift attachment and an operator for loading purposes.
 - 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 working 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 I not accept nonconforming wastes during collection activities. Nonconforming wastes are listed in Exhibit A.
 - G. Identify a Representative who will be responsible for providing supervision and verification of all work performed under this Agreement.
9. **SERVICE REQUIREMENTS:** Services shall be performed at:

City of Round Rock Recycling Center
310 Deepwood Drive
Round Rock, TX 78681
10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Respondent'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 shall be:

Kim Lutz
Environmental Services Manager
City of Round Rock – Environmental Services
2008 Enterprise Drive
Round Rock, TX 78664 (512) 341-3333
kiml@roundrocktexas.gov

Exhibit "A"

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Exhibit A Non-Conforming Waste

The following products and wastes shall not be accepted at the collection event.

1. Explosive or potentially shock sensitive materials.
2. Herbicides containing 2,4,5-T and Silvex
3. Products containing Pentachlorophenol.
4. Biological, etiologic, infectious materials, and medical wastes.

Any other wastes which the Project Representatives deem unacceptable.

Exhibit "A"

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ATTACHMENT A BID SHEET AND ADDITIONAL REQUIREMENTS

1. **BID SHEET:** The bid sheet is posted in Solicitation Documents for IFB 19-006 Household Hazardous Waste Collection and Disposal Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive the Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. All prices shall include: hazardous waste training, waste analyses, identification, characterization, packaging, transportation, storage, spill material, disposal, required reporting, labor, per diem, travel and all necessary equipment, supplies, and services.
 - C. Per container pricing shall be provided. These costs shall be all inclusive (packaging, containers, transport, disposal and identification).
 - D. The Respondent, by submitting and signing the Bid Sheet, acknowledges that he/she 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.
 - E. Unit prices must be submitted for all services listed on the Bid Sheet to be deemed responsive. An entry of "0" will be interpreted by the City as no cost to the City. Unauthorized changes to the bid sheet may result in disqualification of the bid. If there is any confusion regarding how the City is requesting pricing the vendor is responsible for submitting questions to the buyer listed on the solicitation in order to receive clarification.
 - F. 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://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - G. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - H. 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.
 - I. Exceptions to the terms and conditions or insurance requirements of this solicitation will result in your bid being deemed non-responsive.
2. **ADDITIONAL REQUIREMENTS:** Provide the below information as an attachment to the official bid.
 - A. Provide a list of all disposal facilities, within or outside of Texas, planned for use.
 - B. Provide EPA and TCEQ Identification Numbers to collect, transport, and dispose of hazardous waste.
 - C. Divulge any and all environmental violations, warnings or fines for which it was cited during the last five calendar years.
 - D. Within seven days of award, the Contractor shall submit a list of their employees and appropriate training/certifications.
 - E. Bidders shall submit a written statement indicating that they meet all requirements stated in the scope of work and will perform the work in accordance with the City's terms and conditions.

Exhibit "A"

ATTACHMENT A BID SHEET AND ADDITIONAL REQUIREMENTS

Exhibit "A"

BID SHEET

Exhibit "A"

IFB 19-006 BID SHEET

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-006 Household Hazardous Waste Collection and Disposal Services. The Respondent acknowledges that he/she has 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 \$30,000 per year. This is an estimate only, the City reserves the right to order more or less.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation will disqualify acceptance of the bid.

Per the solicitation document all costs (including transportation fees) shall be rolled into the below listed prices. No modifications are allowed to the City bid sheet, attach any necessary price explanation on a separate page.

| Item # | Item Description | Quantity | Unit Type | Unit Price | Extended Price |
|-------------|---|----------|---------------------|------------|----------------|
| 1 | Flammable Liquid/Poison (lab pack) | 22 | 55 Gallon Drum | \$300.00 | \$6,600.00 |
| 2 | Flammable Liquid Bulk | 5 | 55 gal | \$125.00 | \$625.00 |
| 3 | Flammable Solids (lab pack) | 1 | 5 gal | \$100.00 | \$100.00 |
| 4 | Corrosive Liquid Acid (lab pack) | 3 | 30 gal | \$250.00 | \$750.00 |
| 5 | Corrosive Liquid Base (lab pack) | 3 | 30 gal | \$250.00 | \$750.00 |
| 6 | Solid Toxic (lab pack) | 5 | 55 gal | \$300.00 | \$1,500.00 |
| 7 | Liquid Toxic (lab pack) | 5 | 55 gal | \$300.00 | \$1,500.00 |
| 8 | Liquid Toxic bulk | 2 | 55 gal | \$200.00 | \$400.00 |
| 9 | Aerosols (non paint lab pack) | 3 | 55 gal | \$200.00 | \$600.00 |
| 10 | Aerosols (paint lab pack) | 3 | 55 gal | \$200.00 | \$600.00 |
| 11 | Oil based paint in cans | 15 | yd ³ Box | \$550.00 | \$8,250.00 |
| 12 | Latex paint bulk (Landfill Disposal) | 25 | 55 gal | \$125.00 | \$3,125.00 |
| 13 | Latex paint bulk (Recycling) | 25 | 55 gal | \$151.00 | \$3,775.00 |
| 14 | Oxidizer Solid (lab pack) | 2 | 30 gal | \$450.00 | \$900.00 |
| 15 | Oxidizers Liquid (lab pack) | 2 | 30 gal | \$450.00 | \$900.00 |
| 16 | Amines (lab pack) | 1 | 5 gal | \$95.00 | \$95.00 |
| 17 | Isocyanates (lab pack) | 1 | 5 gal | \$125.00 | \$125.00 |
| 18 | Organic Peroxide (lab pack) | 1 | 5 gal | \$225.00 | \$225.00 |
| 19 | Reactives such as calcium carbide, zinc powder, sodium metal (lab pack) | 1 | 5 gal | \$495.00 | \$495.00 |
| 20 | Mercury debris (lab pack) | 1 | 5 gal | \$75.00 | \$75.00 |
| TOTAL QUOTE | | | | | \$31,390.00 |

Exhibit "A"

IFB 19-006 BID SHEET


| The information provided below will become part of the contract but will not be evaluated for cost. | | | | | |
|---|---------------------------------|---|--|----------|----------|
| | | | | \$55.00 | |
| 25 | Personnel Required - Chemist | 1 | Hour | | \$55.00 |
| 26 | Personnel Required - Technician | 1 | Hour | \$35.00 | \$35.00 |
| 27 | City Personnel Training | 1 | Class | \$650.00 | \$650.00 |
| COMPANY NAME: <u>Green Planet, Inc.</u> | | | | | |
| SIGNATURE OF AUTHORIZED | | |  | | |
| REPRESENTATIVE: PRINTED NAME | | | <u>Virginia Belmore</u> | | |
| EMAIL ADDRESS: | | | <u>Vbelmore@greenplanetinc.com</u> | | |
| PHONE NUMBER: | | | <u>(972) 636-1515</u> | | |

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION A

Exhibit "A"

DISPOSAL FACILITIES

1. EPA/TCEQ Registration Number(s) TXD055141378/50089
Company Name Clean Harbors Deer Park, LP
Address 2027 Independence Pkwy, La Port TX 77571
Point of Contact Jim Guyton
Telephone No.: (281) 910-7678
(214) 631-4768 Fax
2. EPA/TCEQ Registration Number(s) ARD069748192/D0005
Company Name Clean Harbors El Dorado, LLC
Address 309 American Circle, El Dorado, AR 71730
Point of Contact Jim Guyton
Telephone No.: (281) 910-7678
(206) 337-1765 Fax
3. EPA/TCEQ Registration Number(s) TXD069452340/50052
Company Name US Ecology Texas, L.P.
Address 3277 CR 69, Robstown, TX 78380
Point of Contact Ben Bennett
Telephone No.: (800) 242-3209
(361) 387-0577 Fax
4. EPA/TCEQ Registration Number(s) 1417B
Company Name Turkey Creek Landfill
Address 9100 S IH 35 W, Alvarado, TX 76009
Point of Contact Mike Templin
Telephone No.: (817) 790-0311
(817) 783-6257 Fax
5. EPA/TCEQ Registration Number(s) TXR000082132
Company Name Midstate Environmental Services, LP
Address 400 Della Road, Hutchins, Texas 75401
Point of Contact Terry Pefuhl
Telephone No.: (214) 748-5764
(214) 761-1039 Fax
6. EPA/TCEQ Registration Number(s) TXR000079479/88812
Company Name Green Planet, Inc.
Address 6371 State Hwy 276 W., Royse City, TX 75189
Point of Contact Hassan Aicha
Telephone No.: (972) 636-1515
(972) 636-3948 Fax

Exhibit "A"

7. EPA/TCEQ Registration Number(s) TXD055135388/50267
Company Name SET Environmental Services
Address 5738 Cheswood Street, Houston, TX 77087
Point of Contact Lisa Beard
Telephone No.: (713) 645-8710
(713) 649-1027 Fax
8. EPA/TCEQ Registration Number(s) TXD008029191/32696
Company Name Lighting Resources Texas, LLC
Address 101 E. Bowie Street, Fort Worth, TX 76110
Point of Contact Brian Anderson
Telephone No.: (817) 921-1440
(817) 921-1504 Fax
9. EPA/TCEQ Registration Number(s) TXCESQG/86149
Company Name Pure Chem. Inc.
Address 11050 South US Highway 287, Rhome, TX 76078
Point of Contact Chris Ludwig
Telephone No.: (817) 636-2089
(817) 283-8818 Fax
10. EPA/TCEQ Registration Number(s) TND000772186/D0047
Company Name Tradebe Treatment and Recycling of Tennessee LLC
Address 5485 Victory Lane, Millington, TN 38053
Point of Contact Paul Foster
Telephone No.: (832) 425-1808
(408) 519-3407 Fax
11. EPA/TCEQ Registration Number(s) TXD069452340/50052
Company Name US Ecology Texas, LP
Address 3277 County Road 69, Robstown, TX 78380
Point of Contact Kathy Yeary
Telephone No.: (800) 242-3209
(361) 387-0577 Fax

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION B

This registration does not constitute authorization of any waste management activities or facilities listed below. The registration reflects hazardous and/or industrial waste generation and management activities for which the registrant has provided notification. Requirements for solid waste management are provided by Texas Administrative code section 335 of the rules of the Texas Commission on Environmental Quality (TCEQ). Changes or additions to waste management methods referred to in this notice require written notification to the TCEQ.

Solid Waste Registration Number: 88812 EPA Id: TXR0000079479

The Solid Waste Registration Number provides access to computerized and filed information pertaining to your operation. Please refer to that number in any correspondence.

Company Name: Green Planet Inc
Site Name: Green Planet
Site Location: 6371 State Highway 276 W, Royse City, TX
Primary Contact: Belmore, Virginia
Mailing Address: PO Box 743966
Dallas, TX 75374-3966

Registration Status: Active
Registration Type: Transporter Transfer Facility
Transporter Type: For hire Transport own waste
Transport Wst Class: 1 2 H Other Used Oil

Business Description: Transportation of Hazardous and Non Hazardous waste, oil, antifreeze and absorbent waste.

NAICS Code: 484110 General Freight Trucking, Local
Tax Identification #: 30119396791
Handler Status:

Operator Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 75374-3966

Owner Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 75374-3966

Billing Contact:
Billing Address:
Title:
Phone:

As of 11/30/2009 - the next unassigned sequence number for WASTES is 0001 and
the next unassigned sequence number for UNITS is 001.

Section 335, Chapter 31 of the Texas Administrative Code specifies the notification, record keeping, manifesting and reporting requirements for hazardous and industrial solid wastes.

Region: 4 Initial Registration Date: 04/10/2009
County: 199 Rockwall
Land Type: Private
Title: President
Last Amendment Date:
Last Date NOR Computer update: 11/30/2009
Phone: 972-636-1515
Site Street Address: 6371 State Highway 276 W
Royse City, TX 75189-5204
Reporting Method: STEERS

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION C

- N/A, See Compliance History Report Attached on Next Page

Exhibit "A"

The TCEQ is committed to accessibility.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



Compliance History Report

Compliance History Report for CN600534523, RN105727010, Rating Year 2017 which includes Compliance History (CH) components from September 1, 2012, through August 31, 2017.

| | | | |
|---|--|-----------------------------|--------------------------------|
| Customer, Respondent, or Owner/Operator: | CN600534523, Green Planet, Inc. | Classification: HIGH | Rating: 0.00 |
| Regulated Entity: | RN105727010, GREEN PLANET | Classification: HIGH | Rating: 0.00 |
| Complexity Points: | 12 | Repeat Violator: | NO |
| CH Group: | 14 - Other | | |
| Location: | 6371 STATE HIGHWAY 276 W ROYSE CITY, TX 75189-5227, ROCKWALL COUNTY | | |
| TCEQ Region: | REGION 04 - DFW METROPLEX | | |
| ID Number(s): | | | |
| INDUSTRIAL AND HAZARDOUS WASTE EPA ID TXR000079479 | INDUSTRIAL AND HAZARDOUS WASTE SOLID WASTE REGISTRATION # (SWR) 88812 | | |
| INDUSTRIAL AND HAZARDOUS WASTE PERMIT 88812 | SLUDGE REGISTRATION 24174 | | |
| STORMWATER PERMIT TXRNEX664 | USED OIL REGISTRATION A85969 | | |
| USED OIL EPA ID TXR000079479 | | | |
| Compliance History Period: | September 01, 2012 to August 31, 2017 | Rating Year: 2017 | Rating Date: 09/01/2017 |
| Date Compliance History Report Prepared: | January 22, 2018 | | |
| Agency Decision Requiring Compliance History: | Information Request | | |
| Component Period Selected: | September 01, 2012 to August 31, 2017 | | |
| TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History. | | | |
| Name: Enforcement Division | Phone: (512) 239-2545 | | |

Site and Owner/Operator History:

- | | |
|--|-----|
| 1) Has the site been in existence and/or operation for the full five year compliance period? | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO |

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:
N/A

B. Criminal convictions:
N/A

C. Chronic excessive emissions events:
N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):
Item 1 March 14, 2013 (1074019)
Item 2 June 19, 2015 (1252149)

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):
A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.
N/A

F. Environmental audits:
N/A

Exhibit "A"

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION E

- This is stated on Cover Page

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-006

RESPONDENT'S NAME: Virginia Belmore DATE: 02/08/2019

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 City of San Marcos
Name of Contact Amy Kirwin
Title of Contact Solid Waste Coordinator
E-Mail Address akirwin@sanmarcostx.gov
Present Address 630 East Hopkins
City, State, Zip Code San Marcos, TX 78666
Telephone Number (512) 618-9951 Fax Number: (512) 392-4612

2. Company's Name City of Frisco
Name of Contact Jerry White
Title of Contact Environmental Safety Officer
E-Mail Address jwhite2@friscotexas.gov
Present Address 6101 Frisco Sqaure Blvd
City, State, Zip Code Frisco, TX 75034
Telephone Number (972) 292-5500 Fax Number: ()

3. Company's Name City of Abilene
Name of Contact David Jorgenson
Title of Contact Environmental Safety Officer
E-Mail Address david.jorgenson@abilenetx.com
Present Address 2209 Oak Street
City, State, Zip Code Abilene, TX 79602
Telephone Number (325) 672-2209 Fax Number: (325) 738-8045

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



Exhibit "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--|
| PRODUCER Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254 | CONTACT NAME: Denise Leverett (please email COI requests) PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: denise@insuranceoneagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Foster Specialty Insurance Company INSURER B: Arch Specialty Insurance Co INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F: | NAIC # 44520 11150 22945 |
| INSURED Green Planet, Inc 6371 Highway 276 W Royse City TX 75189 | | |

COVERAGES**CERTIFICATE NUMBER:** 2018-2019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER | | | EPK124028 | 09/10/2018 | 09/10/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | F8CAT0434300 | 09/10/2018 | 09/10/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | EFX111335 | 09/10/2018 | 09/10/2019 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 0001194566 | 09/10/2018 | 09/10/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability/E&O | | | EPK124028 | 09/10/2018 | 09/10/2019 | each claim 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and its officers, employees, and elected officials as the interest of each insured may appear are named additional insured's where required by written contract

Waiver of subrogation in favor of additional insured's. 30 day notice of cancellation unless 10 day for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
221 East Main Street

Round Rock

TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Person(s) or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Blanket when specifically required in a written contract with the named insured. | Blanket when specifically required in a written contract with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. **Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Exhibit "A"

Policy: EPK124028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Exhibit "A"

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|------------------------|--|----------------------|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. Green Planet, Inc. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Business name/deregulated entity name, if different from above | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Print or type. See Specific Instructions on page 3 | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <small>Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <small>(codes to accounts maintained outside the U.S.)</small> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 5 Address (number, street, and apt. or suite no.) See instructions. 6371 State Highway 276 West 6 City, state, and ZIP code Royse City, TX 75189 7 List account number(s) here (optional) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.</small> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">Or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;">7</td><td style="width: 25%;">5</td><td style="width: 25%;">-</td><td style="width: 25%;">2</td><td style="width: 25%;">6</td><td style="width: 25%;">9</td><td style="width: 25%;">7</td><td style="width: 25%;">8</td><td style="width: 25%;">9</td> </tr> </table> | | | Social security number | | | | | | | | | | | | | | | | | | Or | | | | | | | | | Employer identification number | | | | | | | | | 7 | 5 | - | 2 | 6 | 9 | 7 | 8 | 9 |
| Social security number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Or | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 5 | - | 2 | 6 | 9 | 7 | 8 | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting is correct. <small>Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;">Signature of U.S. person ▶ <i>Virginia Belmont</i></td> <td style="width: 30%;">Date ▶ <i>1-3-19</i></td> </tr> </table> | | | Sign Here | Signature of U.S. person ▶ <i>Virginia Belmont</i> | Date ▶ <i>1-3-19</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sign Here | Signature of U.S. person ▶ <i>Virginia Belmont</i> | Date ▶ <i>1-3-19</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

City of Austin
Small and Minority Business Resources Department
certifies that

Green Planet, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

Women-Owned Business Enterprise
with the City of Austin.



[Signature]

Veronica Briseño, Director
Small and Minority Business Resources Department

EXPIRATION DATE:

7/12/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.

Verification of certification status can be obtained by calling 512.974.7645.

CITY'S VENDOR CODE: GRE8304338

Exhibit "A"



Disadvantaged Business Enterprise (DBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences June 6, 2018 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual No Change Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

CERTIFICATION NO. WFDB39141Y0619



Ericia Mitchell

Certification Administrator

Exhibit "A"



Women Business Enterprise (WBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences September 5, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2020

Issue Date: September 5, 2018

CERTIFICATION NO. WFWB76036N0920

Certification Administrator

Exhibit "A"



Small Business Enterprise (SBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences September 5, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2020

Issued Date: September 5, 2018

CERTIFICATION NO. WFSB47751N0920

Certification Administrator