



**FY25-017**

**Tex Mex Recycling  
Supplier Response**

**Event Information**

Number: FY25-017  
Title: FY25-017 RFP Disposal or Recycling of Electronic Waste/Scrap - Environmental Services  
Type: Request For Proposal  
Issue Date: 11/1/2024  
Deadline: 11/21/2024 05:00 PM (CT)  
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for Proposals may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd Floor, Laredo, Texas 78040 until **5:00 P.M. on November 21, 2024 and all bids received will be opened**

**and publicly acknowledged at 10:00 A.M. on November 22, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked: **FY25-017 RFP Disposal or Recycling of Electronic Waste/Scrap - Environmental Services.**

### **Contact Information**

Contact: Ivan Santoyo  
Address: Environmental  
619 Reynolds St.  
Laredo, TX 78043  
Phone: (956) 794-1650  
Email: [isantoyo@ci.laredo.tx.us](mailto:isantoyo@ci.laredo.tx.us)

# Tex Mex Recycling Information

Contact: Skylar Stoleson  
Address: 2801 Galveston Ave  
McAllen, TX 78501  
Phone: (956) 688-8192  
Email: skylar@tex-mexrecycling.com  
Web Address: https://tex-mexrecycling.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Skylar Stoleson  
*Signature*

skylar@tex-mexrecycling.com  
*Email*

Submitted at 11/21/2024 01:01:12 PM (CT)

## Supplier Note

Please contact us if you have any questions or need clarification. Thank you.

## Requested Attachments

### Conflict of Interest Questionnaire

COILaredo.pdf

Please fill, sign, date and submit Conflict of Interest Form in order for bid proposal to be considered complete. (Please see attached for instructions on completing form.)

### Non-Collusive Affidavit

AFFIDAVIT-CITY OF LAREDO.pdf

Please fill, sign, notarize and submit Non-Collusive Affidavit in order for proposal to be considered complete.

### Proposal

RFPFY25-017Laredo.pdf

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## Bid Attributes

<b>1</b>	<b>Award by Best Value</b> Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> I agree
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<b>2</b>	<b>Terms and Conditions Request for Proposals</b> <b>TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS</b> These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. <b>GENERAL CONDITIONS</b> Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
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(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF PROPOSALS** Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

**3.0 SUBMISSION OF PROPOSALS**

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

**Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.**

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

**4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

**5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

## 7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: [jezapata@ci.laredo.tx.us](mailto:jezapata@ci.laredo.tx.us). Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal during the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041 [jezapata@ci.laredo.tx.us](mailto:jezapata@ci.laredo.tx.us). Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

## 8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

## 9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

**10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

***"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."***

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the

assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

**12.0 PAYMENT & INVOICING**

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions

### 3 Insurance Terms and Conditions

**INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

**(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

#### 4 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions



## 5 Contract Requirements

**1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

**1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **\*\*Upon Award of RFP Only\*\***

**1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

I have read and understand this section

6	<p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)</b></p> <p>Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
7	<p><b>Questionnaire Description</b></p> <p>"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".</p>
8	<p><b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b></p> <p>Tex-Mex Recycling LLC, Skylar Stoleson 956.688.8192</p>
9	<p><b>State how long under has the business been in its present business name</b></p> <p>14 years</p>
10	<p><b>If applicable, list all other names under which the Business identified above operated in the last five years</b></p> <p>Tex-Mex Recycling LLC</p>
11	<p><b>State if the Company is a certified minority business enterprise</b></p> <p>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.</p>
12	<p><b>Questions Part 1</b></p> <p>1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?</p> <p>N/A</p>
13	<p><b>Questions Part 2</b></p> <p>1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?</p> <p>N/A</p>
14	<p><b>State if the Company is a certified minority business enterprise</b></p> <p>This company is not a certified minority business</p>

**15** **Conflict of Interest Disclosure**  
A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Jaime Zapata, Purchasing Agent at 956-794-1731.

**16** **Conflict of Interest Questionnaire Form CIQ**  
For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**17** **Conflict of Interest Questionnaire**  
Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

**18** **Disclosure Form**  
For details on use of this form, see Section 4.01 of the City's Ethics Code.

**19** **This is a**

**20** **Question 1. Name of person submitting this disclosure form**  
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

**21** **Question 2. Contract Information**  
Please include the following: a)Contract or Project Name b)Originating Department

**22** **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<b>2 3</b>	<p><b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>2 4</b>	<p><b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b></p> <p>If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.</p> <p><input type="text" value="N/A"/></p>
<b>2 5</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>2 6</b>	<p><b>Question 5. List any individuals or entities that will be subcontractors on this contract</b></p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <p><input type="text" value="N/A"/></p>
<b>2 7</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p><input type="text" value="Not Applicable"/></p>
<b>2 8</b>	<p><b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b></p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <p><input type="text" value="N/A"/></p>
<b>2 9</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p><input type="text" value="Not Applicable"/></p>
<b>3 0</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="N/A"/></p>
<b>3 1</b>	<p><b>Updates on contributions required</b></p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>

3 2	<p><b>Question 8. Disclosure of Conflict of Interest</b></p> <p>Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p>I am not aware of any conflict of interest</p>
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3 3	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <p>N/A</p>
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3 4	<p><b>Question 9. Updates Required</b></p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
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3 5	<p><b>Question 10. No Contact with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
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3 6	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
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3 7	<p><b>Question 11. Oath</b></p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Skylar Stoleson, Chief Information Officer, Tex-Mex Recycling LLC, 11.20.2024</p>
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3 8	<p><b>Question 12. Oath</b></p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
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**Bid Lines**

1	<p><b><u>SCOPE OF WORK</u></b></p> <p>The City of Laredo- Environmental Service Department is now accepting formal Proposal RFP submittals, subject to the Terms and Conditions of this Invitation for Request of Proposals and other contract provisions, from qualified vendors for awarding a contract for the transportation, sale, disposal, or recycling of Electronic Waste (e-waste) and Scrap (e-scrap) which is recovered or brought by the citizens of Laredo to our <b>Household Hazardous Waste Collection Facility (HHWCF)</b>, located at the city landfill. The term of this contract, which</p>
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includes picking up the city previously stacked, palletized, and wrapped electronics, shall be for a **period of two years with an option to renew for two years' terms** upon mutual agreement by both parties; contract is subject to future budget appropriations.

We would like to leave the proposal open for vendors to decide and specify, in their RFP, whether they want to charge, not charge, or pay our city for the city collected e-waste/scrap, which includes Computer and TV CRT's and all other e-scrap, such as cell phones and radios. If any vendor decides to charge or pay our city, for all or specific parts of the e-waste/scrap, the vendor would need to specifically describe the price per pound (lb.) or tonnage, and/or the price per unit, and/or the price per unit per amount. An example would be stating the price to pay or charge the city for Computer and TV CRT's as a price per unit, and the e-scrap as a price per pound (lb) or tonnage. The proposed pricing shall also include the charge, pay, or neither, for the transporting, disposing, recycling, or selling of the city's collected e-waste and e-scrap, which includes residential household electro-mechanical equipment, such as toasters, blenders, and microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and/or water heaters.

**Moreover, all vendors shall provide a general description of the intended final disposition and/or destination plan for all the e-waste/scrap material collected from our HHW Collection Facility; thus, providing us with a written and signed assurance that all collected material will be taken to an authorized registered location and processed within United States territory.**

Our city employees shall organize, separate, palletize, wrap, and store all the city collected e-waste and e-scrap in preparation for the selected awarded vendor to load. If an agreement can be reached, city employees may utilize the city's facility forklift and pallet jack to load up the e-waste pallets on to the vendor's trailer. The vendor shall prepare and make sure that the collected material manifest is properly completed and delivered from cradle to grave and that the e-waste/scrap is properly and safely transported to its intended final destination. Once sufficient e-waste pallets accumulate at our HHW facility, the awarded vendor shall be contacted to set up a date to pick up the collected material.

**IF PROPOSER IS CHOSEN FOR THE PROPOSED JOB, THEIR PROPOSED PRICES AND DISPOSITION METHODS OR PLANS, MUST BE OBSERVED, AND MAY ONLY BE CHANGED WITH CITY'S WRITTEN APPROVAL.**

**Proposers or vendors may submit their own pricing offer form, which will be used in determining the final proposal pricing offer.**

### **BACKGROUND/HISTORY**

#### **E-Waste/Scrap Definition:**

Electronic Scrap (e-scrap), or Electronic Waste (e-waste), or Waste Electrical and Electronic Equipment (WEEE) describe discarded electrical or electronic devices. "Electronic Scrap/Waste" may be defined as discarded computers, office electronic equipment, entertainment devices like: video game boxes, mobile phones, movie players, radio or television sets, computers, cameras, etc. electrical circuits that involve active electrical components such as vacuum tubes, transistors, diodes, integrated circuits, and associated passive interconnection technologies. This definition includes used electronics which could be destined for reuse, resale, salvage, recycling, or disposal. In this proposal, we will include both the re-usables (working and repairable electronics), and secondary scrap (copper, steel, plastic, etc.), which may be considered "commodities" by some, to be collected along with the "electronic waste", which is considered, by some, as residue or recyclable material which is dumped by the individual buyer rather than recycled. Because loads of surplus electronics are frequently commingled (good, recyclable, and non-recyclable) our department will apply the term "e-scrap" broadly to all surplus electronics, which do not include TV and Computer CRT's. Being that our program is based on providing a free service for residential households and not for businesses or industry, our department does not accept electronic scrap, waste, or residues from industrial or commercial businesses' waste, scrap, reuse and/or recycling operations. Even though electronics are distinct from electrical and electro-mechanical science and technology, which deals with the generation, distribution, switching, storage and conversion of electrical energy to and from other energy forms using wires, motors, generators, batteries, switches, relays, transformers, resistors and other passive components, our department's e-waste/scrap program accepts and

includes in this proposal, any collected residential household electro-mechanical equipment, such as toasters, blenders, and microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and water heaters.

### **E-Waste/Scrap Collection Purpose:**

In the United States, an estimated 70% of heavy metals in landfills come from discarded electronics, increasing the chances of groundwater pollution. Part of this evolution has involved greater diversion of electronic waste from expensive and energy-intensive down cycling processes (e.g., conventional recycling), where equipment is reverted to a raw material form. This diversion is achieved through reuse and refurbishing. The environmental and social benefits of reuse include diminished demand for new products and virgin raw materials (with their own environmental issues); diminished demand for larger quantities of pure water and electricity for associated manufacturing; less packaging per unit; availability of technology to wider swaths of society due to greater affordability of products; and diminished use of landfill space. By dismantling and providing reuse possibilities, intact natural resources are conserved and air and water pollution caused by hazardous disposal is avoided. Additionally, recycling reduces the amount of greenhouse gas emissions caused by the manufacturing of new products. It simply makes good sense and is efficient to recycle and to do our part to keep the environment green. But whether e-scrap gets down cycled or reused, its collection and proper disposal prevents contamination of our ground and surface water bodies; thus, even if more manufacturers and retailers come up with and/or advertise more programs which can provide consumers with a recycling option for the safe and responsible disposal of their electronic waste, our department will continue to provide citizens of Laredo with a collection facility for their domestic electronics; so that they may continue to bring their e-waste/scrap to our Household Hazardous Waste Collection Facility.

Even though research has found that 58 percent of consumers know where to take their end-of-life electronics, our department would very much like to see that level of awareness increase locally; thus, our department will continue to work to educate the electronics consuming public about participating in our e-waste/scrap collection program. We continue to do this through public education and media coverage campaigns that will seek to increase awareness of the dangers of electronic waste while encouraging its recycling. Our department has teamed up with a local grassroots organization called **Keep Laredo Beautiful**, and we are focusing on promoting human health protection and environmental pollution prevention as we address environmental justice problems resulting from toxins in technologies.

Another important environmental and health concern for our department is the fact that developing countries are becoming big dump yards of e-waste due to lower or weaker environmental and labor standards and laws, cheap labor, and the relatively high value of recovered raw materials. This kind of disposition may lead to a practice, sometimes illegal, referred to as pollution-generating activities, such as burning of copper wire. Uncontrolled burning, disassembly, and improper disposal causes a variety of environmental problems such as groundwater contamination, atmospheric pollution, or even water pollution either by direct discharge or due to surface runoff (especially near coastal areas), as well as health problems. This type of activities, combined with a lack of occupational safety, may cause ill health effects among those directly and indirectly involved in incorrect or improper methods of processing the waste. Thousands of men, women, and children are employed to work in high polluting conditions, utilizing primitive recycling technologies, which help extract the metals, toners, and plastics from computers and other electronic waste. Also, difficult-to-recycle, obsolete, or non-repairable equipment, which are more costly to process, are sometimes mixed, on purpose or due to ignorance, in loads of working equipment, but the high value of the computer recycling subset of electronic waste (working and reusable laptops, desktops, and components like RAM) can help pay the cost of transportation for a larger number of worthless pieces which have less (or negative) scrap value. **Thus, in joining an environmentally responsible global pollution prevention effort, our department has decided not to consider a proposal from any company which will be shipping any amount of their collected e-scrap to foreign countries where improper and/or irresponsible disposition of the unusable or unprofitable parts of their e-scrap ends up polluting any country's water bodies.**

### **CONTRACTOR WORK**

The awarded vendor (proposer) shall provide their own tractor and trailer to collect and transport the e-waste/scrap from our facility. The vendor shall specify in their bid proposal whether they will be charging, or not,

for the transportation of the e-waste/scrap they collect at our city's Household Hazardous Waste Collection Facility (HHWCF), located at 6912 Hwy. 359, within the city of Laredo Landfill. If the vendor decides to add a charge for transportation, the vendor shall specify how they plan to calculate such a charge. Whether the awarded vendor decided to charge or not for the transportation, disposal, recycling, or sale of the e-waste/scrap, in order to evaluate our e-waste/scrap program and for program improvement and educational purposes, we would like the awarded vendor to provide us with the number of units collected, and/or the weight per pallet, or weight per total loaded trailer of e-waste/scrap taken from our facility. Thus, for every e-waste/scrap collection visit that the selected bidder's tractor and trailer makes to our facility, the arriving empty tractor and trailer would have to be pre-weighed at the city landfill's weight scale house, and re-weighed after loading all the material, and the difference in weight noted on the manifest and/or other reporting form. Any vendor owned or rented hauling tractor and trailer, brought in to our HHWCF, shall have an exclusively assigned identification number, which may be used by the city, or one will be provided by the city landfill personnel.

All vendors shall specify in their proposal whether they will be charging or paying the city, or neither, for the transportation of the e-waste/scrap collected at our facility, and if charging the city, an explanation or description would have to be included for such transportation charges. Also, whether charging or paying the city, any e-waste (TV and Computer CRT's) shall have the option to be properly and clearly classified and listed as price per unit or by weight, and **the collected e-scrap (dismantled electronic parts and accessories, small electronic equipment other than Computer and TV Monitors/CRT's, CPU's, Flat Screen TV's/Computers, and Small Household Electromechanical Appliances) shall be properly and clearly classified and listed as cost per weight (lbs or tonnage)**We suggest the following Table:

**We suggest the following table:**

Offered Price For E-Waste Table E-Scrap	Price per Weight (lb./tons)	Price Offered to City	Price Charge from City
(Power Cords & Wires, Dismantled Electronic Parts, Computer Accessories, (Keyboard, Mouse, Speaker, External Drives, etc.) Small Electronic Equipment (Video/CD Players-Radios/Clocks-Laptops/Tablets-Cameras, Cellular or Office Phones, Calculators, Game Boxes, Power Surge Control Boxes, Converters, Adaptors, etc.)		\$	\$
Unbroken Funnel Glass	Price per Unit or Weight	\$	\$
TV/Computer CRT's			
TV's & Computers with Broken Funnel Glass CRT's	Price per Unit or Weight	\$	\$
Flat Panel	Price per Unit or Weight	\$	\$
LED/Plasma/LCD TV/ Computer/ Monitors			
Large Screen Console	Price per Unit or Weight	\$	\$
Type Projector TV's			
Small Office	Price per Unit or Weight	\$	\$
Printers/ Copiers/ Paper Shredders/ Scanners/ Fax Machines			



Large Office Printers/ Copiers/ Scanners/ Fax Machines	Price per Unit or Weight	\$	\$
Electronic Household Medical Equipment (Air Cleaners/ Humidifiers/ Respirators/ Evaporators/ Ventilators/ etc.)	Price per Unit or Weight	\$	\$
Small Household Electromechanical Appliances (Blenders/ Mixers/ Slicers/ Chippers/ Toasters/ Microwaves/ etc.)	Price per Unit or Weight	\$	\$
Transportation	Price per Trip	\$	\$

Vendors shall also describe the name, location, credentials, and legal permits for any and all facilities to where the collected e-waste/scrap will be transported for distribution, for sale, for disposition, or for recycling.

If the contract is not renewed before the original contract's term ends, the awarded vendor **shall perform its contracted duties until the last day in which the contract expires.**

**REQUIREMENTS AND PROCEDURAL INSTRUCTIONS**

Companies should submit the following information:

Company information: provide background about the company including qualifications, corporate structure, staffing levels, years in business.

Experience: provide the company's experience in the purchase of e-waste/scrap for reusing or recycling purposes. Include a list of current cities or businesses for which you have collect e-waste/scrap. This reference list should include the following: name of cities or business, contact person, and telephone number. The City of Laredo will contact references.

Provide detailed information on the procedures as to how they will collect the e-waste/scrap from the HHWCF located within the local city landfill, and how the collected e-waste/scrap from the HHWCF, located at the landfill, will be weighed. The vendor of this material must provide their own transportation. E-waste/scrap from the landfill's HHWCF, such as computer CPU's, radios, etc., will be prepared for loading and transportation by city personnel, and if agreed, the city will assist in the loading of the material onto the vendor's trailer. The vendor must set a date for material collection and transportation as soon as they receive notification, from the city's Environmental Department Personnel, that sufficient material has been palletized and prepared for loading and transportation at the city's HHWCF. The vendor's tractor-trailer driver (operator) shall have the tractor trailer weighed every time it arrives empty, and again before leaving the facility fully loaded with the e-waste/scrap material from the HHWCF. A transportation manifest shall be prepared, filled out, signed by the vendor's tractor trailer driver and the HHWCF operator, before giving a copy to the HHWCF operator and transporting the material to its final destination, where the receiving company will first verify the amount of material described on the manifest, signing it, and sending the destination company signed manifest back to the generator (City of Laredo).

Include a proposal for the pricing, if a charge or payment is proposed, for the collection and transportation of e-waste material, which would include TV and Computer CRT's. In addition to the **E-Waste**, the **E-Scrap**, includes Computer and TV Flat Screen Monitors, CPU's, Household Electromechanical Equipment, large office electronic equipment, entertainment devices like: video game boxes, mobile phones, movie players, radios, computer parts and/or accessories, cameras, and electrical circuits that involve active electrical components such as vacuum tubes, transistors, diodes, integrated circuits, and associated passive interconnection technologies. The E-Waste includes used electronics which could be destined for reuse, resale, salvage, recycling, or disposal, and the E-Scrap includes residential household electro-mechanical equipment, such as toasters, blenders, and

microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and water heaters. If interested, the vendor may include a separate proposal for the collection and disposition of Televisions and Computer CRT Monitors and any other type of Cathode Ray Tubes (CRT's).

List any additional expenses that the City of Laredo would and would not be liable for, such as losses or damages, recovery and legal expenses if the e-waste/scrap material would be exported to another country or countries, and other expenses including attorney's fees, incurred as a result of illegal actions by the vendor, buyer, or others acquiring the contract.

**AWARD OF CONTRACT**

The contract will be awarded to the most qualified proposal based on the best value evaluation factors listed in the request for proposal document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. However, the City, may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses. A selection committee will review all completed Request for Proposals.

The following evaluation factors will be considered by the selection committee when evaluating each proposal:

Section	Criteria	Weighted %
I	Experience of the company.	30%
II	The ability of the company to meet the City of Laredo's needs and requirements.	20%
III	Offered Price per Unit, Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap	50%

Rating of definitions for 10 Point Methods

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted
I	Company Experience	7	30%
II	The ability of the company to meet the City of Laredo's needs and requirements.	9	20%
III	Offered Pricer per Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap	8	50
		Total Raw Point	7.85
		Total Raw Point x 10 (True Evaluation Points)	78.5
		Evaluation Score	

The City of Laredo reserves the right to reject any and all Request for Proposals and to waive any irregularities. All expenses incurred by the vendor or proposer in preparing its response to this RFP and in seeking award of this contract shall be borne solely by the vendor or proposer. The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded. City staff will review all Request for Proposals for compliance and thoroughness. The RFP found to be in compliance will then be distributed to the members of an Evaluation Committee.

**PROPOSAL STRUCTURE**

The City of Laredo will be utilizing **best value** evaluation criteria to select the awarded vendor. You are asked to respond to the following questions and provide concise responses to these questions. Do not include boilerplate marketing brochures or informational documents with your responses. The City of Laredo requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, vendors shall follow the describe proposal format. The intent of the RFP format requirement is to expedite review and evaluation. It is not the intent to constrain proposers with regard to content. But to assure that the specific requirement set for in this RFP are addressed in a uniform manner amenable to review evaluation.

**TAB (A)** -Company Experience 30% This refers to the companies experience working similar jobs or contracts with other companies, governments, and similar experiences at other cities or locations.

**TAB (B)** -The ability of the company to meet the City of Laredo's needs & requirements 20% This refers to the proposing company's ability to meet all of the City's specific conditions, modifications, specifications, performance requirements and bonds, and insurance and work requirements, for this particular request for Bids job.

**TAB (C)** -Offered Price Per Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap 50% This refers to the attractiveness, to the city, of the proposing company's monetary payment amount for taking all the City's collected e- scrap.

**TERM OF CONTRACT**

The term of this Contract shall be for a period two years as of the date of its execution and has the option to renew one additional two-year period, upon mutual agreement of both parties. The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated during the fiscal year, this request for proposals becomes null and void.

Quantity:   1   UOM:  EA  Price:  Total:

**Response Total: \$1.00**