

Notice

Basic Information

Reference Number	0000390157
Issuing Organization	Dallas County
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2025-048-7073
Title	Household Hazardous Waste Collection, Recycling, Disposal and Other Services
Source ID	PU.AG.USA.2438.C20247526
Piggyback Solicitation	No

Details

Location	Dallas County, Texas
Purchase Type	Duration:5 years
Description	<p>Dallas County is requesting proposals from hazardous waste disposal firms engaged in the scope of services covered by this RFP and possessing the qualifications, experience, and capacity to assist and support the Dallas County Household Hazardous Waste (HHW) Program and its partnering cities/entities with the collection, sorting, packaging, storage, recycling, transporting, treatment, and proper disposal of Household Hazardous Waste collected on-site at the Dallas County Home Chemical Collection Center and off-site at One Day Household Hazardous Wastes Collection Events. The Proposer will work alongside County staff to perform all activities associated with day-to-day operation and services at the Dallas County Home Chemical Collection Center, Collection Events, and associated HHW Program activities according to the terms of this Request for Proposals (RFP). Additional optional services may include providing supplemental packing supplies and on-site Hazard Waste industry, Hazardous Waste Operations and Emergency Response Training (HAZWOPER) refresher training.</p> <p>Dallas County intends to award a five-year service price agreement with no minimum guaranteed contract amount. The Proposers should provide sufficient information in their written proposal to demonstrate their ability to provide HHW services to the Dallas County Household Hazard Waste Collection Program. The Proposer shall also provide evidence that the primary treatment storage and disposal facility (TSDF) to be utilized under this contract is owned by Proposer.</p>

Dates

Publication	06/20/2025 01:44 PM CDT
Question Acceptance Deadline	07/07/2025 12:00 PM CDT
Questions are submitted online	Yes
Closing Date	07/31/2025 02:00 PM CDT

Prebid Conference	07/01/2025 11:00 AM CDT
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Contact Information

Jamie Kim
214-653-7725
jamie.kim@dallascounty.org

Buyer Preferences, Guidelines & Requirements

Participation Requirements

- Small Business Participation

General Requirements

- FOB Destination
- Insurance Required

Award Requirements

- All or None Award
- Reserve Rights to Award by Line Item

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended

Event date 07/01/2025 11:00 AM CDT
Location via Microsoft Teams
Event Note

Microsoft Teams Need help?

To Join the meeting COPY address below and PASTE INTO YOUR BROWSER

https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_YTE4OGJkZTltNDQwMy00OGYyLWExNTctMzAwMTZiZTg3ZGQ4%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7CJamie.Kim%40dallascounty.org%7C4823893cb8479fa85908dda9c0ef90%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638853368293182764%7CUnknown%7CTWFPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUslYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWTFpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=g0fhus%2BWSX5Cnw1R%2BI0d6vsYaPdkW5U961phTleRQkl%3D&reserved=0

Meeting ID: 222 837 972 151 3
Passcode: i7DK72Gx **Dial in by phone**
+1 469-208-1731,,524083857# United States, Carrollton
Find a local number
Phone conference ID: 524 083 857#
For organizers: Meeting options | Reset dial-in PIN

Bid Submission Process
Bid Submission Type
Pricing
Envelope 1 - Proposal Pricing
Bid Documents List

Electronic or Physical Bid Submission
Lump sum

No pricing in this envelope

Item Name	Description	Mandatory	Limited to 1 file
Proposal Documents	Proposal documents	Yes	No
SBE Forms	Attachment S - Small Business Enterprise (SBE) Forms	Yes	No
W-9	2025 W-9 completed within the last 6 months	Yes	No
Letters of Reference	Five Letters of Reference	Yes	No

Envelope 2 - Pricing
Pricing
Bid Documents List

Lump sum

Item Name	Description	Mandatory	Limited to 1 file
Cost Proposal	Pricing Structure Document	Yes	No

Documents

Documents

Document	Size	Uploaded Date	Language
RFP Terms and conditions .pdf [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
2025-048-7073 RFP Household Waste Collection final.pdf [pdf]	549 Kb	06/18/2025 11:18 AM CDT	English

Categories

Selected Categories

NIGP Categories (6)	
926	ENVIRONMENTAL AND ECOLOGICAL SERVICES
92678	Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation) Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)
92677	Recycling Services Recycling Services
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
96148	Laboratory and Field Testing Services (Not Otherwise Classified) Incl. Hazardous Waste Laboratory and Field Testing Services (Not Otherwise Classified) Incl. Hazardous Waste
100	BARRELS, DRUMS, KEGS, AND CONTAINERS
10007	Containers, Recycling Containers, Recycling
968	PUBLIC WORKS AND RELATED SERVICES
96871	Solid or Liquid Waste Disposal (Including Management Services) (See 926-45 for Hazardous Waste Disposal) Solid or Liquid Waste Disposal (Including Management Services) (See 926-45 for Hazardous Waste Disposal)
925	ENGINEERING SERVICES, PROFESSIONAL
92551	Hazardous Waste Engineering Services (Incl. Remedial Investigations and Feasibility Studies for Waste Sites) Hazardous Waste Engineering Services (Incl. Remedial Investigations and Feasibility Studies for Waste Sites)

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Courtesy Email

Sent using email addresses

8xinvestments@gmail.com;8xsupply@gmail.com;absolutewastesolutions@yahoo.com;admin@alblogisticspro.com;agilbreath@envirologistics.com;amy.drew@bbwastetransit.com;amy@drewteam.net;annmarie@fusionwaste.com;arefin@streamwatergroup.com;arnellentepries@gmail.com;bobbyhicks1420@sbcglobal.net;carepackagellc24@gmail.com;carrizales6@gmail.com;ccascio@envirologistics.com;chad@batteryrecyclersofamerica.com;chris@cleanjet.biz;cj@nextgenbincleaning.com;cleansurfacevalettrash@yahoo.com;cschaefer@sunbeltenv.com;diana@hdwastetx.com;edgarromero962@yahoo.com;epoints@goodearth-inc.com;gabriel@tusdalls.com;gccinfo@gentrycarpentryconstruction.com;gentrycarpentryconstruction@yahoo.com;hector@fusionwaste.com;imunoz05@hotmail.com;info@allenenviro.com;info@cleanjet.biz;info@topnotchway.com;info@turncompost.com;jbdebrisdallas@yahoo.com;jessica@batteryrecyclersofamerica.com;julie@txlsm.com;kneal@cleaneearthinc.com;lauren@turncompost.com;lorena@tarangotrucking.com;mdraughn@hadminllc.com;meeraneb@ttilabs.com;mgtexastruckingllc@yahoo.com;michael.states@veolia.com;mpouncey@genesisenvironmentalgroup.com;mrstiff1_mikestiff@yahoo.com;patricia@nextgenbincleaning.com;rachel@asficonstruction.com;reneeferguson@junk-king.com;rosy_guzma@yahoo.com;rosy_guzman@yahoo.com;rupe@batteryrecyclersofamerica.com;sergio@jmunoztrucking.com;tamera.martin@sma-shmytrash.com;thelma88@prodigy.net;topnotchind@gmail.com;transport@rclinc.net;txdemolition@gmail.com;usa.bids@tradebe.com;yolanda.jasso@dbdisposal.com

RFP TERMS AND CONDITIONS

INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of this RFP/RFQ, and the selected Proposer's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract. This Contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Proposer and County and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both Proposer and County with formal approval by the Dallas County Commissioners Court.

a) BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

b) FORMAL REQUIREMENTS CONTRACT NECESSARY

Proposer agrees that any Contract resulting from this RFP/RFQ and award will be the formal requirements contract between Proposer and County.

This RFP/RFQ or any resulting award does not guarantee any acceptance of products or services and does not guarantee that any purchases of products or services will be made.

c) ORDER OF PRECEDENCE

In the event there is a conflict between the documents comprising this RFP/RFQ and any resulting contracts, the following order of precedence shall govern: (i) the term/conditions in the body of any resulting Master Contract Agreement; (ii) the RFP/RFQ; and (iii) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

d) FORCE MAJEURE

Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

e) FAIR LABOR STANDARDS

Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

CONTRACT TERM

Dallas County reserves the right, upon notice to the Proposer, to extend the Term of the Contract, or any part of the Contract, for up to one hundred twenty (120) days based on the same terms and conditions upon termination or extension. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to one hundred twenty (120) days, to enter into a new contract agreement. Proposer shall agree to assist the County with the transition planning to a different contractor.

ACCEPTANCE – REJECTION

Dallas County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Dallas County.

COMPLIANCE WITH LAWS AND VENUE JURISDICTION

In providing Services required by this Contract, Proposer must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

This Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

FISCAL FUNDING

Any agreement resulting from this RFP/RFQ will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been reduced or eliminated.

BEST PRICE IN THE COUNTY

If Proposer offers a lower Proposer Fee rate to any Governmental Agency or Municipality during the Term of the contract resulting from this RFP/RFQ, the County shall have the immediate benefit of such lower Proposer Fee rate.

PERMITS AND LICENSES

Proposer shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFP/RFQ. Proposer shall maintain these licenses and permits in effect for the duration of this contract agreement. Proposer will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract agreement.

INDEMNIFICATION

To the fullest extent permitted by law contractor shall indemnify, hold harmless and defend owner, and all of its officers, directors, agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys fees, arising out of or resulting from bodily injury or death of any person, or property damage, including loss of use of property, arising or alleged to arise out of or in any way related to this contract or contractor's performance of the work or other activities of contractor, but only to the extent caused in whole or in part by any negligent act or omission of contractor or anyone directly or indirectly employed by contractor or anyone for whose acts contractor may be liable. Notwithstanding the foregoing, to the fullest extent permitted by law, contractor shall indemnify, hold harmless and defend owner, and all of its officers, directors, agents and employees (the "indemnitees"), from and against all claims, damages, losses and expenses, including, but not limited to, attorneys fees, arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of contractor or any of its subcontractors, regardless of whether such claim, damage, loss or expense is caused, or is alleged to be caused, in whole or in part by the negligence of any indemnitee, it being the expressed intent of owner and contractor that in such event the contractor is to indemnify, hold harmless and defend the indemnitees from the consequences of their own negligence, whether it is or is alleged to be the sole or concurring cause of the bodily injury, sickness, disease or death of contractor's employee or the employee of any of its subcontractors. The indemnification obligations under this paragraph shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this agreement shall indefinitely survive any expiration, completion or termination of this agreement. In the event contractor and owner are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the state of Texas, without waiving any governmental immunity available to the state under Texas law and without waiving any defenses of the parties under Texas law.

Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

No Indemnification by County: Awardee acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Awardee or any other third party for damages arising under this Contract.

Survival. These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

TAXES

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Local Government Code § 151.309, and shall therefore not be liable or responsible to the Proposer for the payment of such taxes under this Contract.

The fees paid to Proposer pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Proposer's cost in acquiring or providing products and/or Services and related materials and supplies furnished or used by Proposer in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Proposer.

Proposer accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Proposer for work performed under the terms of this Contract and agrees to indemnify and save harmless the County from any such contribution or taxes or liability.

SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES

The successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement

WITHHOLDING/RETURN OF PAYMENT

Dallas County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from Dallas County in the event Contractor performance does not comply with the provision of this agreement. Contractor agrees to return any unearned amounts paid by Dallas County within thirty (30) days following the final date of the contract period or within thirty (30) days following Dallas County delivery of a notice to the Contractor that amounts paid to be returned.

PAYMENT TERMS

Invoices accompanied by detailed supplements and other backup documentations are to be submitted in arrears, after services and/or goods have been received. Dallas County payment terms are Net 30 Days after receipt of invoice. Invoices shall be verified and approved by the Dallas County Auditors Office and subject to routine processing requirements. Payment will be authorized for all services covered under this contract upon completion of services in accordance with specification requirements and inspection of the products/services covered under this contract by Dallas County authorized representative. Payments made by the County shall not preclude the right of Dallas County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the services and/or goods. Dallas County requires timely and accurate accounting and billing information.

ASSIGNMENT

Contractors' assures that it will not transfer or assign its interest in this Contract without prior written consent of County. Contractors' understands that in the event that all or substantially all of Awardees' assets are acquired by another entity, Contractors' is still obligated to fulfill the terms and conditions of this Contract. County approval to transfer or assign Contractors' interest in this Contract to an entity that acquires all or substantially all of Awardees' assets is subject to formal approval by the Dallas County Commissioners Court.

AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto with final approval by the Dallas County Commissioners Court through Court Order. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

NOTICES

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Certified Mail (returned receipt request), postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth in the contract agreement. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

INDEPENDENT CONTRACTOR

Proposer, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SUBCONTRACTING

Proposer may not enter into agreements with subcontractors for delivery of the designated Services outlined in this Contract without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Proposer will be in writing and subject to all requirements herein. Proposer agrees that Proposer is solely responsible to County for the performance of this Contract. Proposer shall pay all subcontractors in a timely manner. County shall have the right to prohibit Proposer from using any subcontractor.

LITIGATION

In the best interest of the Dallas County, any Proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

SOVEREIGN IMMUNITY

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Proposer has a duty to mitigate damages.

LIABILITY FOR LOSS OF INFORMATION

In the event of loss of information or data due to negligence of Proposer or its employees, Proposer's liability for such loss shall be limited to the replacement or regeneration of the lost information or data by the methods or means deemed most suitable by Proposer for such regeneration or replacement.

TERMINATION FOR CONVENIENCE

County may terminate the Contract for convenience. County shall exercise its termination option by delivering to Proposer written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination County shall have no liability to Proposer for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Proposer shall: Stop work under this Contract on the date and to the extent specified in such notice, and Complete performance of such part of the work as shall not have been terminated by such notice

Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

TERMINATION FOR INSOLVENCY

County shall have the option to terminate the Contract in its entirety if Proposer (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, (vi) any such receiver or trustee shall appointed and shall not be discharged within thirty (30) days after date of such appointment.

TERMINATION FOR DEFAULT

County shall have the option to terminate the Contract, for cause: (i) for a material breach of such Contract by Proposer that is not cured by Proposer within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of such Contract by Proposer that is not reasonably subject to cure within ten (10) days after it occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Proposer that have a material adverse impact on of services. In the event that the County terminates this Contract in whole or in part, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Proposer shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

County shall exercise its termination option by delivering the termination date which shall be at least ten (10) days from the date such termination notice is delivered to Proposer . Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

TERMINATION FOR NON PERFORMANCE

County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor ten (10) days written notice.

Upon receipt of such termination notice, the Contractor shall be allowed (10) days to cure such deficiencies or non-performance issues.

MONETARY RESTITUTION

In the event the contract is prematurely terminated due to breach, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

PROPOSER'S PROFESSIONAL WARRANTIES

- I. No Actions, Suits, or Proceedings: Proposer warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Proposer's ability to fulfill its obligations under this Contract. Proposer further warrants that it will notify County immediately if Proposer becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Proposer's ability to fulfill the obligations under this Contract.
- II. Warranty of Proposer's Capability: Proposer warrants that it is financially capable of fulfilling all requirements of this Contract and that Proposer is a validly organized entity that has the authority to enter into this Contract. Proposer warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.
- III. Professional Quality: Proposer warrants to County that all materials and Services will be of professional quality conforming to generally accepted practices, and that all

Services provided under this Contract will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such Services, then Proposer will perform all Services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County's expectations, objectives and purposes as stated in this Contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Contract. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

ASSURANCES

- I. Proposer agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- II. Proposer assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the Services outlined in this Contract. Furthermore, Proposer agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- III. Proposer assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.
- IV. Proposer shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Proposer does not pay or delays payment to any subcontractors. At termination or expiration of this Contract, Proposer shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.
 - a. Under Section 231.006, Texas Family Code, Proposer certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Proposer hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
 - b. Proposer certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

- c. Proposer assures that it shall not receive personal benefits or gains in performance of the Services outlined in this Contract. Furthermore, Proposer agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- d. Best Efforts to Minimize Costs to County: Proposer shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Proposer's other obligations under this Contract.
- e. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Proposer in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.
- f. Governmental Consent: Proposer warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.
- g. Corporate Good Standing: Proposer represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Proposer's ability to fulfill its obligations hereunder.

RECORD KEEPING AND AUDIT

Proposer, at its sole expense, must make all of its facilities and related documentation available to Dallas County or designated third party the on-site right to review, examine, and audit all financials, records, books, papers, documents, expenditures incurred, and other pertinent records or documents relating to any contract resulting from this RFP/RFQ held by Contractor, as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

AVAILABILITY AND RETENTION OF RECORDS

All records pertaining to services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State and/or the County duly authorized representatives for a period of not less than five (5) years after final payment of the Contractor's fee expenses under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

All records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Dallas County, Texas whenever the County or anyone else with audit rights requests access to the Contractor's records associated with the services covered under this RFP/RFQ. The Contractor will do so with all due speed, not to exceed five (5) business days. If any audit reveals any material deviation from the RFP/RFQ's service and specification requirements, any misrepresentation, or any overcharge to the Dallas County, the County will be entitled to recover damages, as well as the cost of the audit.

ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Dallas County for the services not so adequately supported and documented.

AUDIT DISALLOWANCE

If at any time it is determined by the County that a cost for which payment has been made is disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Dallas County.

CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render the Contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the Contract process to notify the County in writing of any potential conflict of interest.

Contractor covenants that neither it nor any member of its agency presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

ANTI-KICKBACK CLAUSE

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement

POLITICAL ACTIVITY PROHIBITED

None of the funds provided under this agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this agreement shall be paid to any official or employee who violates any of the provisions of this section.

COLLUSION

Proposer expressly warrants and certifies that neither the Proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with the Proposal or Contract. This paragraph does not however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete Proposal.

NEPOTISM

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

This Contract is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Proposer nor its agents or subcontractors shall discriminate in their

employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status.

Proposer agrees to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Public Law 88- 352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, Proposer agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States must, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Contract.

Proposer agrees to comply and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Contract.

SECTARIAN ACTIVITY

Contractor expressly warrants and certifies that no funds under this contract are used either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

FEDERAL DEBARRED VENDORS

No products and/or services utilizing Federal funds may be procured from vendors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006.

Local Government Code, A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Proposers are advised that all awarded contracts may be extended, with the authorization of the Proposer, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services/goods shall be at the prices, terms and conditions as of the results the final contract. The Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. Dallas County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender any words in

the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

RFP

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE FOR RFP SOLICITATIONS

REQUEST FOR PROPOSAL (RFP)

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

- 7.1.1. The term **"Commercially Useful Function"** is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. Example: A business that stocks sufficient quantities of supplies in direct inventory, which is being held for sale or resale, to cover anticipated future demands for the suppliers is considered to be performing a commercially useful function.
- 7.1.2. A **"Contractor"** is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the aforementioned. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 7.1.3. The term **"Director of Small Business Enterprise"** shall mean the Director of the County's Office of Small Business Enterprise and/or her/his designee.
- 7.1.4. The term **"Contract Administration"** shall mean the County Purchasing Department and/or its designee.
- 7.1.5. The **"Contract Administration Supervisor"** shall mean the Purchasing Director and/or his or her designee.
- 7.1.6. **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.
- 7.1.7. **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent's efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County projects in which goals have been established.

7.1.8 Metropolitan Statistical Area (MSA). The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.1.9 Small Business Enterprise. It is the policy of Dallas County to support the growth and development of Small Business Enterprise ("SBE") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:

- Ensure nondiscrimination in the award and administration of Dallas County contracts.
- Create a level playing field on which small businesses can compete fairly for Dallas County contracts; and
- Ensure that only firms who attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor set the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

To be eligible for points, firms (contractors and/or subcontractors):

- a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable.
- b) 51% or more owned and controlled
- c) Firm must be organized as for-profit business
- d) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.2; and
- e) All eligible firms must also perform a commercially useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.3 SBE Scoring

The maximum number of points to be earned is 15 points. Self-performance and subcontracting may be used to achieve the aspirational goals and earn points.

- a) Certified SBE Prime Contractor: **5 points**
- b) Subcontracting to a Certified SBE Firm: **Up to 10 Points**
 - SBE Participation Percentage between 1% and 9.99% = **2 points**
 - SBE Participation Percentage between 10% and 19.99% = **4 points**
 - SBE Participation Percentage between 20% and 29.99% = **6 points**
 - SBE Participation Percentage between 30% and 39.99% = **8 points**
 - SBE Participation Percentage meeting or exceeding 40.00% = **10 Points**

The SBE or certified sub-contractor aspirational goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County's Good Faith Effort Plan (GFEP) will be used for scoring purposes based upon SBE and other eligible certified firm's participation. However, all subcontractors and/or suppliers, whether certified or not, must be listed in the GFEP. The information provided in the GFEP Form will be utilized in the development of the final contract/agreement. This form is required and considered to be a part of the response to the RFP. **Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the proposal/bid may be deemed non-responsive.**

7.4 Each Contractor must include with its proposal/bid, the following documents:

- Completed and signed **Good Faith Effort Plan**, executed by an authorized representative; and
- Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
- A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

Note: All forms must be complete in their entirety and submitted as part of a Respondent's Proposal.

The County reserves the right to accept or reject any certified firm, and in its sole discretion is not bound by the certifying bodies' determination if the County has a good faith basis for concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprise, in accordance with the SBE Policy. The denial of SBE certification by the Office of Small Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

7.7. SBE Reporting. The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System.

Training on the use of the system will be provided by Dallas County's Office for Small Business Enterprise. After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

- 7.8. **Contracting.** If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to encourage the inclusion of qualified Small Business Enterprises (SBEs) to the greatest extent feasible on the County's construction, procurement and professional services contracts. Neither the County, nor its Contractors and their subcontractors shall discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

Firm Address: _____ City: _____ State: _____ Zip: _____

Compliance Contact: _____ Phone #: _____ Email Address: _____

Is Your Firm Certified: _____ Certifying Agency: DFWMSDC _____ NCTRCA _____ WBC-Southwest _____ Other: _____

Total Bid Amount: _____ Amount self-performed: _____ Percentage self-performed: _____

Utilization Plan

List the firms that will be utilized on the project. Provide copies of correspondence.

SBE certified subcontractors/suppliers									
Firm Name & SBE Certification #	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of contract
							Total	\$	%

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



Non SBE certified subcontractors/suppliers									
Firm Name	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of Total Contract
							Total	\$	%

Prime Printed Name: _____ Title: _____ Signature: _____ Date: _____

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

The Good Faith Efforts Form must be fully completed if the aspirational goal is **not** met.

1. Did you speak with or receive assistance from a staff member in the Small Business Enterprise

Department? _____ (Y/N) Name of staff member _____

2. Did you utilize a Dallas County SBE vendor list? If not, please explain?

Vendor List Accessed	Date of Access

3. Did you provide written notice to potential SBE subcontractors, suppliers, and vendors? Written notice should include plans, specifications, subcontractor/supplier opportunities, and deadline for submission to respondent no less than 7 days before bid submission. Please provide copies of all correspondence, including accepted and rejected SBE bids or proposals, i.e. letters, memos, emails and phone calls.

Firm Name & Address	Phone #	Person Contacted & Date	Type of Work	NAICS Code	SBE Certification No.	Response to Solicitation	Bid/Quote Amount	Company Selected (Y or N)

4. If applicable, did you participate in the pre-bid meeting? _____

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



5. Did you identify and select specific work items to be performed and/or procurement to be fulfilled by SBEs? Please subdivide total contract work into smaller portions or quantities to permit maximum active participation by SBEs.

1.	2.	3.
4.	5.	6.

6. Did you advertise in trade publications or with local advocacy organizations? The advertisement must identify and describe subcontracting opportunities in detail, including a contact person and deadlines. Please provide a copy.

Publication Name	Date of Publication

Prime Printed Name: _____

Title: _____

Signature: _____

Date: _____

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



**DALLAS COUNTY
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: _____

Project Name: _____

Solicitation #: _____

_____ will provide the following good(s)/service(s):
Subcontractor on the project

to _____
Prime Contractor on the project

SBE subcontractor is certified by the following agency: _____ DFW Minority Supplier Development Council _____ NCTRCA _____ Women's Business Council SW

SBE Certification #: _____ (Certification must be kept current/valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.)

For the purposes of SBE subcontracting participation, Dallas County does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime: \$ _____

Estimated Work Start Date: _____

Sub Participation Amount: \$ _____ %

Estimated Work End Date: _____

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the Dallas County contract. The undersigned understands that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. **Before any subcontractor/supplier substitutions are made, the prime contractor must submit an SBE Substitution Request Form to The SBE Department for approval.** Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future Dallas County contracts. The subcontractor's participation will be entered in B2GNow, Dallas County's compliance system, based upon this intent form.

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

Please select or list all Chambers or Advocacy groups you are a member of:

	Prime	Sub
Greater Dallas Asian American Chamber of Commerce	_____	_____
Greater Dallas Black Chamber of Commerce	_____	_____
Greater Dallas Hispanic Chamber of Commerce	_____	_____
U.S. Pan Asian American Chamber of Commerce	_____	_____
Asian Contractors Association	_____	_____
Regional Black Contractors Association	_____	_____
Regional Hispanic Contractors Association	_____	_____

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @ 11:00AM CST

Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date: 7/31/2025 @ 2:00PM CST



REQUEST FOR PROPOSAL

Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Contents

I. Introduction, Purpose and Intent.....	3
II. Specifications or Scope of Work.....	3
III. Scope of Services.....	9
IV. Evaluation Criteria.....	16
V. Proposal Format.....	16
VI. Documents Submitted with Proposal or Upon Request.....	18
X. Opening of Proposals.....	19
XI. Additional Questions and Answers During and/or After the Pre-Proposal Conference	19
XIII. Location and Invoicing	20
XIV. Communication.....	21
XV. Review of Proposals.....	21
XVI. Proposal Pricing.....	22
XVII. Insurance	22
XVIII. Discussion With Reasonably Qualified Proposals	25
XIX. Rejection or Acceptance of Proposals	26
XX. Late and Withdrawn Proposals	26
XXI. Confidentiality	26
XXII. Disqualification Of Proposers	26
XXIII. Permits Required by Law	26
XXIV. Records and Audit.....	26
XXV. Assignment of Contract.....	27
XXVI. Default by Proposer	27
XXVII. Termination	27
XXVIII. Miscellaneous.....	27
XXIX. Indemnity	28
XXX. Selection Process.....	28
XXXI. Development Costs	28
XXXII. Contract Award.....	29
XXXII. Certificate of Interested Parties (Form 1295)	29
XXXIII. Contract Provisions for Non-Federal Entity Contracts Under Federal.....	30

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

I. Introduction, Purpose and Intent

Dallas County is requesting proposals from hazardous waste disposal firms engaged in the scope of services covered by this RFP and possessing the qualifications, experience, and capacity to assist and support the Dallas County Household Hazardous Waste (HHW) Program and its partnering cities/entities with the collection, sorting, packaging, storage, recycling, transporting, treatment, and proper disposal of Household Hazardous Waste collected on-site at the Dallas County Home Chemical Collection Center and off-site at One Day Household Hazardous Wastes Collection Events. The Proposer will work alongside County staff to perform all activities associated with day-to-day operation and services at the Dallas County Home Chemical Collection Center, Collection Events, and associated HHW Program activities according to the terms of this Request for Proposals (RFP). Additional optional services may include providing supplemental packing supplies and on-site Hazard Waste industry, Hazardous Waste Operations and Emergency Response Training (HAZWOPER) refresher training.

Dallas County intends to award a five-year service price agreement with no minimum guaranteed contract amount. The Proposers should provide sufficient information in their written proposal to demonstrate their ability to provide HHW services to the Dallas County Household Hazard Waste Collection Program. The Proposer shall also provide evidence that the primary treatment storage and disposal facility (TSDF) to be utilized under this contract is owned by Proposer.

The objectives of this RFP include: 1) Provide a safe, convenient, and efficient collection service to customers; 2) Provide a service that is simple and easy to use by customers; 3) Properly recycle, reuse, refine, neutralize, or dispose of the materials collected and 4) Procure the services of one qualified HHW service provider.

Background

Dallas County is the second largest County in Texas. As of 2024 the County had an official population of 2,600,000. The County borders Collin, Denton, Ellis, Kaufman, Rockwall, and Tarrant Counties. Dallas County, acting on behalf of participating cities/entities is the lead agency responsible for implementation of the household hazardous waste program.

The County operates a comprehensive Household Hazardous Waste (HHW) Collection Program that serves the residents of multiple cities in Dallas County. The HHW program includes the operation of one permanent Home Chemical collection center that is open year around. Throughout the year the County also holds and operates one-day collection events in participating cities/entities with the assistance of the HHW Contractor.

During the year 2024 contract, the Household Hazardous Waste Program served 21,604 household and recycled or disposed of approximately 1,801,947 lbs. of waste materials which resulted in an average weight per household of 83.4 pounds.

II. Specifications or Scope of Work

1. Proposer shall furnish all permits, licenses, insurance and expertise; all waste services, including but not limited to collection, testing, handling, transportation, disposal, recycling, reuse, and neutralization; event setup equipment including but not limited to tents, tables, chairs, lighting, traffic cones, signage, and plastic sheeting; all personnel including chemists, technicians, drivers,

manual labor, supervision, management, and administration; tools, handling supplies and equipment, including but not limited to transport vehicles, forklifts, pallet jacks, carts, and pallets; health and safety equipment including but not limited to fire extinguishers, first aid kit, emergency eye wash, air horn, testing supplies, spill cleanup supplies, decontamination equipment, respirators, gloves, aprons, Tyvek coveralls and other appropriate PPE; packing materials including but not limited to drums, boxes, roll offs, liners, absorbents, labels, appropriate forms, manifests, and all other required documentation; delivery, pickup, internal delivery, travel time, mileage, freight, tolls, rental fees, fuel surcharges, taxes, miscellaneous fees, reports, benefits, training and all other overhead costs including incidentals, necessary to perform the scope of work and services as described herein.

2. Proposer is requested to submit a proposal for environmental management services for the Dallas County Household Hazardous Waste Program (HHW) as specified in this RFP, including collection, transportation and disposal. The responsibilities are divided into the following two service categories:
 - a. HHW Management Services at the Dallas County Home Chemical Collection Centers, including provision of extra supplies and contract labor at contract prices, and assistance with an on-site re-use program, in addition to daily collection, processing, packaging, transportation and disposal services. Working alongside County staff, Proposer shall provide Household Hazardous Waste Management Services at the Home Chemical Collection Center, 11234 Plano Rd., Dallas, Texas 75243, on a year-round basis. A second Home Chemical Collection Center is under construction, at 2801 South Beltline Road, Dallas, Texas 75253. We anticipate this facility will open in October of 2026.
 - b. Such services will include interacting with customers, unloading wastes from vehicles, identifying, packaging, consolidating, bulking, lab packing, and loading wastes for shipment.
 - c. Other duties will include assisting County personnel in cleaning tools and equipment, policing work areas and public areas, and servicing the re-use area. Except for holiday weeks, the Home Chemical Collection Center is open year-round as follows:
 - i. Tuesday: 9:00 A.M. - 7:30 P.M.
 - ii. Wednesday: 8:30 A.M. - 5:00 P.M. Thursday: 8:30 A.M. - 5:00 P.M.
 - iii. 2nd Saturday: 9:00 A.M. - 3:00 P.M.
 - iv. 4th Saturday: 9:00 A.M. - 3:00 P.M.
3. Turnkey HHW Management Services at One (1) Day HHW Collection Events: Proposer's on-site duties will include setup, tear down and cleanup of the site. Proposer will receive, unload, identify, sort, sample/analyze and bulk as needed, package, label, mark, manifest, and transport all materials collected for recycling or disposal. The County will direct traffic and survey customers.

Proposer Qualifications

1. Be a qualified hazardous waste disposal firm, currently engaged in the scope of services covered by this
2. contract.
3. Be the owner of the primary Treatment Storage and Disposal Facility to be used under this contract.
4. Have a minimum of five (5) continuous years of experience in provision of HHW Management Services
5. Possess valid state and federal licenses and/or permits for collection, handling, transportation, and disposal of hazardous materials.

6. Be capable of handling and disposing of all materials identified for collection herein.
7. Be capable of maximizing recycling and/or reuse of collected materials.
8. Possess a record of successful performance with public-sector HHW Collection Programs including permanent HHW facilities. Proposer shall comply with all applicable standards, federal, state and local laws and regulations with respect to all aspects of the work completed for the contract. The Proposer's staff conducting the work shall have current and proper certification according to applicable laws and regulations.
9. The Proposer shall secure all statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance necessary to provide the services described herein prior to the commencement of performing the services described herein. Including, but not limited to, staff certifications, licensed waste transporter permits, disposal authorizations and state and federal identification numbers per site location if required.
10. Proposer shall comply with all Federal, State, and local requirements for transportation, storage and disposal of HHW, including obtaining all necessary permits, licenses and approvals. In this regard, the Proposer shall present, as part of the proposal submittal to Dallas County, evidence of all State and Federal licenses and/or registrations as required for performance of the work to be provided, including but not limited to Texas Commission on Environmental Quality (TCEQ), U.S. Environmental Protection Agency (EPA), and Department of Transportation (DOT).
11. Proposer shall comply with all applicable Federal, State, and local laws and regulations for collection, transportation, storage and disposal of HHW including but not limited to 29 CFR-OSHA (Code of Federal Regulations-Occupational Safety and Health Act), 40 CFR-RCRA (Resource Conservation and Recovery Act) and TSCA (Toxic Substance Control Act), 49 CFRDOT (Department of Transportation), 30 TAC-TNRCC (Texas Administrative Code-Texas Natural Resource Conservation Commission), and EPA Publication SW846 (Environmental Protection Agency);
12. Proposer shall accept generator status, taking title to all wastes received from the Dallas County Home Chemical Collection Center and One Day Events, issuing manifests for the wastes, and assuming the risk of loss and all other incidents of possession.
13. Proposer shall complete any waste profiles, manifests, bills of lading, and other paperwork necessary for all materials or waste to satisfy requirements of the permitted transfer, storage, or disposal facilities receiving the materials or waste and/or all applicable regulatory authorities, such as, but may not be limited to the: Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation, and the U.S. EPA. The Proposer shall sign all manifests, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading will be used when appropriate. Upon request of the County, the Proposer shall review all manifests and bills of lading with the County's representative on-site. The Proposer is required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and destruction to the County. If waste is transferred from a Treatment, Storage, or Disposal Facility to another facility for final disposal or destruction, a Certificate of Disposal or Destruction from the final disposal or destruction facility shall also be submitted to the County. Certificates of Disposal or Destruction from final disposal or destruction facilities shall be submitted to the County within one hundred eight days (180) after collection.
14. Proposer shall comply with the waste management priorities established by Dallas County., Recycle, Incinerate, Landfill.
15. Proposer shall be responsible for the safety and preservation of all materials and supplies received from the County, or purchased by Proposer as ordered by the County, until final inspection of the

work and acceptance thereof by the County. In the event such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to County. Proposer shall identify key employees, including the Account Manager, Customer Service Manager, Technicians, Field Personnel, Chemist, Specialist, and any other personnel that may be assigned and used to perform services of this RFP. Include resumes for the individuals that the Proposer will utilize as the core team for these services. In addition, describe each employee's position role(s) for these services, their relevant qualifications and experience (current and past) in HHW Handling and Management Services, Certification, Professional Background, Field of Expertise and Duration of Employment with the organization.

16. Proposer shall submit evidence that all subcontractors, as well as all treatment, storage and disposal facilities used by the Contractor or its subcontractors, hold current Federal and State licenses, ID numbers, and registrations as required for the services provided. Proposer shall notify the Dallas County HHW Program Manager immediately of any changes in subcontractors or facilities used or in the status of the licenses or registrations.
17. Proposer shall provide properly trained and qualified personnel to perform various duties as part of the collection, processing, transportation and disposal of HHW. Contractor will ensure that all personnel working at the Home Chemical Collection Center or Collection Events, including any subcontractors, will have received training appropriate to their assigned tasks and that this training is current. All services provided by Contractor shall be under the direction of an experienced supervisor employed by the Contractor. Duties of Contractor personnel will include but not be limited to:
 - a. All applicable health and safety regulations with respect to managing the operations of the Home Chemical Collection Center
 - b. DOT and OSHA training for hazardous materials operations and transport.
 - c. Screen and unload household hazardous waste from customer vehicles
 - d. Identify, sort, consolidate and/or bulk collected wastes
 - e. Package collected wastes for shipping in appropriate containers with appropriate labels
 - f. Transport the packaged waste to an approved disposal site or sites
 - g. Prepare all required manifests, land disposal restrictions and other shipping documents
 - h. All staff shall present themselves in a professional and courteous manner to customers at all times.
18. Proposer shall provide packaging materials in a quantity sufficient to handle the maximum volume of waste anticipated. This shall include, but is not limited to, drums, cubic yard boxes, lab pack containers, roll offs, liners, absorbent materials and labels. Unused packaging material will be retained by the Contractor at no expense to Dallas County or participating agencies and/or cities.
19. Proposer shall provide sufficient labor to package, label and process all of the waste received in accordance with the specifications of the final disposal facility and in compliance with all Federal, State and local regulations. Toward this end, Contractor will work with County HHW staff to determine labor needs for events, and County staff will submit labor orders for the Home Chemical Collection Center based on Historical Data (Appendix A).
20. Proposer shall be responsible for preparing and submitting all reports required by all Federal, State, and local agencies. Quarterly data summary reports shall be submitted to the County within thirty (30) days of the previous quarter's activities. The County reserves the right to withhold payment if quarterly reports are incomplete or inaccurate. Reports shall include, at a minimum, the following:

- a. Material Collection Reports shall be completed quarterly for the Home Chemical Collection Center and for each One (1) Day Collection Event.
 - b. This data will include volume/net weight and types of material collected by DOT Hazard Class
 - c. Volume/net weight and types of products
 - d. Copies of all documentation, including Uniform Hazardous Waste Manifests and bills of landing for nonhazardous material collected.
 - e. Other attachments including, but not limited to, lab-pack forms indicating the contents of each lab-packed drum.
 - f. State and Federal disposal restriction notification forms for materials subject to land disposal restrictions.
 - g. Hazardous material profiles required by disposal facilities shall also be included. Cumulative Program Summary that summarizes information from the material collection reports and outlines program costs and participation shall be completed and updated by the Proposer. Material collection data shall be provided in electronic format such as Excel or Word Quality Assurance/Quality Control: Proposer shall provide information describing your organization's quality assurance and quality control programs.
21. Proposer shall submit spill prevention and fire prevention plans tailored to on-site activities at pre-collection meetings with County staff. Prior to commencing services under this contract, Proposer shall review the County's site health and safety plan for the Home Chemical Collection Center and work with County HHW staff to coordinate County and Contractor policies.
 22. Proposer shall work with County HHW staff to establish Standard Operating Procedure for the bulking of flammable liquids on-site at collection events and at the Home Chemical Collection Center.
 23. Proposer shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal, and/or state agencies in the past five (5) years by the Contractor, Subcontractors, Transporter, Storage Facility and/or Disposal Facility. Should such action occur during the term of the contract, Contractor will notify the County immediately.
 24. Proposer shall provide information demonstrating that during the past five (5) years there has been no litigation involving the Proposer regarding hazardous waste collection, categorization, packaging, transportation or disposal. Should such action occur during the term of the contract, Contractor will notify the County immediately.
 25. Proposer shall submit a list of at least five (5) references from household hazardous waste projects and/or similar projects performed by Proposer during the past twenty-four-month period. The list should include project names, contact names, and telephone numbers for the contacts.
 26. Proposer shall only utilize vehicles and equipment that are properly equipped, licensed, permitted, and/or certified by appropriate State and Federal authorities to transport waste to an approved storage, treatment, disposal or recycling facility. Requirements that must be met include a DOT Hazardous Waste Transporter Registration and any other transport licenses or registrations needed for the safe and legal transportation of collected household hazardous waste.
 27. Proposer shall submit a complete listing of storage, transfer, treatment, recycling and disposal facilities which may be utilized throughout the course of this contract, including the location, contact, phone, Federal and State ID or registration, and Federal/State Tax ID Number of each facility or transporter. Permits for each of these entities shall be included with your RFP response.
 28. No minimum quantities of wastes, contract labor hours, supplies or training classes are guaranteed by Dallas County or by the participating cities and/or agencies.

29. Proposer shall respond within five (5) business days to all routine disposal requests transmitted in writing via facsimile or email.
30. Proposer will respond within twenty-four (24) hours to all urgent disposal requests transmitted via telephone with written request following immediately by facsimile or email.
31. Proposer shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property.
32. Proposer shall complete all work in a neat and workmanlike manner, to the satisfaction of the County, including the cleanup and removal of debris generated from the project at the end of each workday. (County will provide trash containers for use by Contractor.) Contractor shall clean-up any spills caused by or resulting from their collection, packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner.
33. If the Proposer damages any County or public property or improvements, the contractor shall repair or replace the damaged improvements to the satisfaction of Dallas County. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. The contractor shall solely be responsible for and bear the costs of repairing or replacing damaged improvements. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
34. Proposer must explain normal routings (including the use of storage facilities) from the time the waste leaves the collection site to the site of disposition.
35. All services, goods, materials, supplies and associated items provided by Contractor must comply with current Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), TXDOT and any applicable regulatory agency requirements.
36. Proposer shall submit a list of on-site equipment that will be available at the one-day collection event site or the Home Chemical Collection Center. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Proposer determines suitable or necessary for the project. Contractor will be responsible for providing any of this equipment that is not provided by Dallas County.
37. Transition Plan: Home Chemical Collection Center is currently operated by contracted staff who manages transportation and disposal and provide various equipment and supplies for daily Program operations. Following award of Contract, the Proposer will “move in” to the Home Chemical Collection Center on a mutually agreed upon schedule to commence operations, replacing Dallas County’s current contractor. Describe a plan to ensure a smooth transition for the change from Dallas County’s current contractor to the new Contractor, and the timeframe required for this transition.
38. Proposer shall assign an account representative and/or project manager to Dallas County. This/these representative(s) shall be responsible for but not limited to:
 - a. Coordinating all orders and shipments with HHW staff
 - b. Coordinating invoices and payments with HHW staff
39. Payment Procedures: Proposer understands that all costs incurred under this contract will be paid by the participating cities through Dallas County and that no Proposer invoices will be paid until all fees have been collected from the cities by the Dallas County Household Hazardous Waste office (Originating Department). The Originating Department will bill the Cities within ten (10) working days of receipt of Proposer’s accurate invoice accompanied by all relevant manifests and identifying documents. The Originating Department will make every effort to collect fees from the Cities within thirty (30) days of billing and to process payment to Proposer within fifteen (15) business days of receiving all fees from the Cities. Payments will be processed only after the

Originating Department notifies the County Auditor's Office that the services and/or materials have been received and all fees have been collected from the participating cities. Proposer understands and accepts that this procedure will necessarily extend payment dates beyond the customary terms.

40. Invoicing Requirements: Within fifteen (15) days of services, Contractor shall provide Dallas County with a preview invoice detailing all costs associated with services and/or goods. The preview will be reviewed by HHW staff within five (days) of receipt, and any disputes will be submitted to contractor in writing. Contractor shall submit final, correct invoice to Dallas County within thirty (30) days of date of service. Final invoices shall include but not be limited to the following:

- Dallas County Purchase Order Number
- Contract Number
- Contractor Name
- Remit to address
- Invoice Date
- Event Days (if applicable)
- Unique Invoice Number
- Service and/or Delivery Location
- Date of Service and/or Delivery
- Shipment Pick-up Date
- Description of product, goods, materials including item/part number, and services provided
- Quantity
- Waste Description
- Reference to contract disposal method used
- Transportation logs
- Copies of all relevant manifests and identifying information
- Unit Cost per contract pricing structure

III. Scope of Services

In addition to requirements set forth in Section 9, Proposer/Contractor Responsibilities shall include but not be limited to:

1. Assign professional staff to provide HHW collection on-site and off-site services and identify the positions and the number of staff assigned to those positions. The staff assigned to the Center should be dedicated staff that will be present every day that the Center is open with minimum substitution.
2. Designate a Project Manager as primary on-site contractor authority- with 24/7 availability.
3. Supply and prepare all equipment needed for collection, identification, handling, packaging, interim storage and transportation of HHW.
4. Supply and distribute all personal protective equipment, safety equipment and spill containment equipment required for safe operations
5. Provide emergency response services when required
6. Obtain, maintain and use proper chemical detection devices
7. Obtain, maintain and use appropriate radiation detection devices
8. Report all suspected commercial and unacceptable wastes to the HHW's Project Manager

9. Unload each vehicle bringing waste
10. Categorize all waste and separate into compatible waste streams
11. Identify unknown chemical waste
12. Properly containerize and package waste for shipping
13. Label all containerized or packaged waste
14. Provide interim storage
15. Prepare appropriate shipping documents
16. Arrange for transportation
17. Deliver to appropriate treatment, storage or disposal facility
18. Issue manifests and bills of lading for the wastes
19. Shall at no time utilize for any task, including, but not limited to transport, treatment, storage or disposal, a subcontractor or facility that lacks the required Federal or State licenses, registrations or training to perform the required tasks for this project.
20. Shall provide loading and transportation services for wastes from the collection site to disposal or recycling facilities (must be registered with the U.S. EPA and the State and/or other relevant regulatory authorities).
21. Shall provide recycling and/or disposal (including RCRA incineration, non-cement-kiln fuels blending, chemical treatment or stabilization, and land filling) of HHW.
22. Manage all types of hazardous waste streams as allowed by applicable laws and regulations. In addition to limits established by applicable laws and regulations, the County reserves the right to further limit waste types and quantities that the Contractor may accept.
23. Assumes all responsibility allowed by law ("generator status") for the proper management of household hazardous waste from the point at which Contractor accepts it to the point at which it reaches the recycling, disposal or treatment destination in a manner consistent with Federal, State and local statutes and regulations.
24. Shall accept and provide disposal options for all waste categories listed in the contract specifications in Appendix B.
25. Provide roll-off boxes and box transportation for disposal on an as-needed basis.
26. All personal protective equipment (PPE), including respiratory equipment needed by Contractor personnel will be provided by the Contractor.
27. Implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.
28. Provide labor, drums, cubic yard boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, and other equipment and materials used in conjunction with the operation of HHW collection, transportation and disposal. All packing equipment shall meet applicable requirements of Federal, State, and local laws and regulations. County may purchase all or part of these items from Contractor at the stated price.
29. All disposal sites and treatment methods used by the Contractor shall be approved by Dallas County. Any changes in disposal site or treatment method without obtaining prior approval of Dallas County shall constitute a material breach of this contract. In all instances, the Contractor must adhere to Federal, State and local standards for treatment and disposal of wastes.
30. Shall ensure that all packaging and transportation of hazardous and non-hazardous materials shall be in accordance with Department of Transportation (DOT) Regulations.
31. At all times during collection activities, Contractor shall make its best effort to maximize both safety and processing speed of the operation, in order to minimize wait times for the public without sacrificing worker safety.

32. Shall package and process HHW collected in the manner that best balances safety, processing speed and cost, e.g. using roll off containers for loose-packed paint versus cubic yard boxes.
33. After packaging, the Contractor shall load the waste materials and prepare the necessary waste manifests.
34. Arrange for the ultimate disposition of the collected wastes. County or participating agencies or cities will not be responsible for additional costs incurred as a result of a Treatment, Storage and Disposal Facility (TSDF) or recycling facility refusing to accept any waste material from Contractor.
35. Must submit proof of proper treatment/disposal to County following the ultimate disposition of the waste.
36. Provide copies of all manifests to Dallas County within five (5) days of a one-day collection event or immediately upon shipment from the Home Chemical Collection Center.
37. Provide Certificates of Disposal/Destruction to Dallas County that indicates the date, location, and method of recycling, treatment and/or disposal within one hundred eighty (180) days of arrival of the waste at the permitted facility.
38. Home Chemical Collection Center (HC3) Staffing, Collection, Transportation and Disposal Services Requirements, shall include but not be limited to the following:
39. Labor: Upon request from the County, Proposer shall provide labor such as Chemists/Specialists, Technicians/Handlers, and any other needed personnel to supplement County staff in all HHW management activities at the Collection Center. The Contractor and Dallas County staff will determine specific personnel needs thirty (30) days prior to the collection of waste at the Collection Center. Dallas County may adjust staffing requests up or down with twenty-four (24) hour notice as circumstances change.
40. Proposers shall provide disposal pricing based on the cost of the disposal of the waste at an appropriately licensed and permitted disposal site, and including the cost of packaging and transportation. Proposers should also provide a listing of disposal methods to be used.
41. Transportation: Proposers shall include all transportation costs in unit pricing for disposal.
42. Supplies: Proposer shall provide packing supplies and containers (drums, boxes, pails, absorbents, liners, labels, etc.) as needed for proper transportation and disposal of collected wastes. Proposers shall include all supply costs in the unit price for disposal
43. Analysis: Analysis of unknown materials at the Home Chemical Collection Center is performed on site by Proposer personnel and/or County staff.. No additional cost for analysis shall incur to Dallas County.
44. Mobilization, Demobilization, and On-site Equipment: At the chemical collection center, Dallas County provides equipment and tools for handling and processing wastes (forklift, pallet jacks, drum dollies, wrenches, openers,, etc.) and safety equipment (fire extinguishers, sprinkler systems. The County also provides trash containers and worker amenities (restrooms, lockers, and break area). Contract labor and disposal costs should incorporate all related costs including, but not limited to, the following:
 - Mobilization of the necessary personnel, supplies and equipment to collect, package, load and transport wastes from the collection center year-round (i.e., collection activities three days a week and two Saturdays a month, shipments approximately 52 times per year)
 - Personal protective equipment, including respiratory Protection
 - Administrative costs.

- Any safety equipment required by Contractor but not provided by Dallas County
45. One (1) Day HHW Collection Events Requirements, shall include but not be limited to the following:
- Planning and Assistance: Proposer shall, at the request of Dallas County, provide staff experienced or trained to the satisfaction of Dallas County to attend meetings with Dallas County to review proposed collection site procedures, or otherwise assist Dallas County in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to TCEQ.
46. Prior to collection events, Contractor shall submit to County HHW staff a format for a contingency plan and provide a description of on-site emergency notification procedures and procedures for evacuation of the participants in case of an emergency. Contractor shall coordinate with County staff on plans for on-site emergencies at the Home Chemical Collection Center.
47. Pre-Collection Day Conference: In order to provide an efficient and economical Program, Dallas County may conduct pre-collection day conferences with the Contractor and host Cities/Agencies. These conferences will serve as final review of Work Plans, traffic logistics and any recent developments in site layout or drop-off program particulars. The conferences will be scheduled at a mutually convenient time and may be held at the collection site. If acceptable to Dallas County, Host Agency and/or City, and Contractor, the pre-collection day conference may be waived and replaced with a pre-collection day phone conference.
48. Proposer shall provide analyses of wastes for disposal as necessary, using Contractor's own testing materials and equipment, including Haz-Cat (Hazardous Material Categorization Test) field analysis.
- I. Day HHW Collection Events will usually be held on Saturday. The normal event conditions are as follows
49. Mobilization and set-up for each event will take place between 8:00 a.m. and 2:00 p.m. on the day before the event (usually Friday).
50. Events are held at schools, shopping malls, businesses, church parking lots, government facilities, or other sites obtained by Dallas County.
51. Public participation hours for each event will start at 9:00 a.m. and end at 3:00 p.m. Every effort will be made to accommodate early and late arriving participants. Proposer work hours begin no later than 7:30 a.m. the morning of the event and extend until mobilization is completed.
52. Anticipated participation rate is 100 to 800 vehicles per event. Contractor must be able to mobilize for events up to 1,600 participants.
53. On-site Labor: Proposer should provide sufficient personnel to handle expected participation and volume levels as agreed on in the pre-event meeting. Dallas County will prepare participation and volume estimates based on historical data and submit to Contractor when scheduling a collection event. Contractor labor duties will include site set-up and tear-down; screening, unloading, analyzing, sorting, packaging, and labeling collected wastes; preparing manifests and other required documentation; and loading and transporting packaged wastes.
54. Proposer should be prepared to provide appropriately trained on-site labor of varying technical levels including project leader, Chemist/Specialist and Technician/Handler levels.

55. Disposal: Proposer shall arrange and assure ultimate disposal of the wastes. Proposer should provide disposal pricing based on the cost of the disposal of the waste at a licensed and permitted disposal site, and including the cost of packaging and transportation. Proposers should also provide a listing of recycling/disposal methods to be used.
56. Transportation: Contractor shall provide transportation of all wastes from the collection site to an approved facility. Proposer should include all transportation costs in unit pricing for disposal.
57. Proposer will provide event personnel with personal protective equipment as part of the setup for the event. This includes, but is not limited to, gloves, eye protection, hats, footwear, and any respiratory equipment needed by the contractor.
58. Supplies and Equipment: Supplies and equipment may vary with each one-day event. The County will furnish trash containers, portable toilets, direction signs, traffic cones, and volunteer amenities. Contractors should be prepared to provide equipment and supplies including, but not limited to, the following:
- Drums/liners
 - Cubic yard boxes/liners
 - Absorbents
 - Plastic sheeting
 - Tents and tables for work areas (chemical area and oil recycling area)
 - Forklifts
 - Pallets
 - Pallet jacks
 - Appropriate signage for the chemical tent and oil recycling tent areas
 - Tables and chairs for Contractor's shelter area(s)
 - Beverages and food for Proposer personnel
 - Labels and documentation
59. First aid supplies, emergency eye-wash station, emergency alert device, spill kits Equipment and materials for testing and analysis of unknown wastes.
60. Mobilization, Demobilization, and On-site Equipment. The Proposer shall be responsible for all aspects of the chemical collection and packing area including mobilization, demobilization, equipment, supplies and personnel. All costs must be incorporated into the Set-up costs in Appendix B and should include the following:
- Mobilization and set-up for each event will take place between 8:00 a.m. and 2:00 p.m. on the day before the event (usually Friday).
 - Proposer hours for each event (starting no later than 7:30 a.m. the day of the event, usually Saturday, and continuing until demobilization is complete).
 - Sufficient Proposer personnel to manage the expected participation level, including a site manager and one or more chemists for testing unknowns.
 - Mobilization of the project team, supplies and equipment to the collection site.

- Demobilization of the collected wastes, project team, supplies and equipment from the collection site (must be completed the same day of the scheduled event and includes same-day transport by Contractor of some selected wastes, as requested by customer, to Dallas County Home Chemical Collection Center)
- Personal protective equipment for Contractor personnel
- Administrative costs
- Safety and emergency response equipment
- Analysis of unknown wastes
- Procedures for handling non-acceptable wastes

61. All equipment, excess rubbish and debris, or other excess materials must be removed at the end of each workday and disposed in the container provided by the County or offsite in a legal manner at Proposer's expense. Proposer shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.

Dallas County Responsibilities

- Coordination of collection activities with Contractor.
- Acquisition of authorized site location for collection activities.
- Promotion of collection activities at events and at the Home Chemical Collection. Center.
- Recruitment and coordination of volunteers as needed.
- Notice in writing to Contractor of preferred disposal methods.
- Timely written notice to contractor of waste disposal events and/or shipping requests, detailing the location(s), anticipated workloads, and other pertinent information.
- Notice in writing to Contractor thirty (30) days in advance of changes in preferred disposal methods.
- Oversight of identification, processing, and preparation of wastes for shipment from the Home Chemical Collection Center.
- County representative to serve as project coordinator to accompany Contractor on waste disposal projects and activities.
- Timely billing and collection of program fees from participating cities.
- Submission of required 45-day event plans and annual plan for Home Chemical Collection Center with the State.
- Estimated labor needs for the Home Chemical Collection Center thirty (30) days in advance, with option to adjust as needed.

Hazardous Waste Operations and Emergency Response (Hazwoper) Training

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

Proposer shall submit a pricing for 8 hour HAZWOPER refresher courses to be made available to Dallas County and other participating Agencies and/or Cities at the Home Chemical Collection Center. The course must meet all OSHA, EPA and DOT requirements or any other requirements necessary to meet the OSHA 8 hour annual update requirements. Contractor must also provide class attendees with an official certificate of completion as part of the 8 hour refresher course within 60 days of completion of the course. No minimum level of participation is guaranteed.

Certificate within 60 days of completion of the course

8 hours HAZWOPER refresher courses

HHW PROGRAM MANAGER

The designated HHW Program Manager for this contract is:

Earle Blakney, Dallas County Home Chemical Collection Center

214-553-1765 ext. 6594(office)

*Any changes to this position will be provided to Contractor in writing.

The HHW Program Manager or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the proposal is formally approved and awarded by the Dallas County Commissioners Court. Contractor will work under the direction of the HHW Program Manager or the designated County representative throughout the duration of the contract.

The HHW Program Manager responsibilities include, but are not limited to:

Monitor the Contractor's progress and performance and as ensure services conform to established specification requirements.

Decide all questions that may arise as to the quality and acceptability of any work or services performed under this contract in accordance to the specification set forth in the RFP requirements. If, in the opinion of the HHW Program Manager or his/her designated representative, the performance becomes unsatisfactory, the County shall notify the contractor of such and the contractor shall make acceptable such performance at no additional cost to the County.

- Review and approve all jobs and services outlined in this solicitation request.
- Approve and authorize payments for goods and completed services.
- Meet with the Contractor as needed to review progress, problems, and consider necessary action.
- Identify any breach of contract by assessing the difference between contract performance and nonperformance and notify Purchasing staff of deficiencies.

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

- Identify any breach of contract by assessing the difference between contract performance and nonperformance and notify Purchasing staff of deficiencies.

IV. Evaluation Criteria

Proposals shall be evaluated by an evaluation committee and award consideration shall be given to the highest ranked proposer(s). Award is subject to Dallas County Commissioners Court approval. Shall accept and provide disposal options for all waste categories listed in the contract specifications in Appendix B.

Criteria	Points
Qualifications, Experience, Key Personnel, Staff References	40
Approach	35
Cost	10
Small Business Enterprise	15
Total Points	100

V. Proposal Format

The proposal shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section.

Table of Contents

A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.

Transmittal Letter - Each proposal received must include a letter of transmittal. The letter of transmittal should include:

- Identify the submitting organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- Be signed by the person authorized to contractually obligate the organization; and
- Acknowledge receipt of any and all addenda to this RFP; and
- Identify all sections of the proposal that the Respondent claims contain "proprietary" or "confidential" information.
- Acknowledgement of Addendum(s)

Executive Summary - The Executive Summary is to highlight the most important features of the proposal, providing a broad understanding of the vendor's proposal and explaining how the proposed solution and approach provides the best value in meeting the needs of the County. The Executive Summary should additionally include an explanation as to why this project is important to your organization and why yours is the right organization for this project. Provide a statement that the solution satisfies the functional, technical, and support/implementation requirements outlined in the RFP should be included.

Respondents' Background, Experience, Qualifications, and Expertise in providing the services as requested in the RFP to include but not limited to:

- Respondents should submit information concerning the length of time they have been in business providing services outlined in the RFP.

- b. Respondent should clearly demonstrate Respondent's qualifications to perform the activities described in the RFP.
- c. Key Personnel - Identify all key personnel and their positions and technical experience of the
- d. company representatives that will be involved in the installation, training and implementation of this contract. Identify the proposed Project Manager and include a resume. Also include an
- e. organizational chart of the proposed Management Team including key personnel and their specific roles.
- f. Staff Qualifications – Support personnel, as applicable, shall be listed including a description of assignment and responsibilities, a resume of professional experience and an estimate of the time each would be devoted
- g. to this project and any other pertinent information.
- h. Respondent shall provide an organizational chart and proposed management team for this account.
- i. Past Performance and References: Respondents shall provide at least five (5) different external references from private sector, public governmental entities, organizations and/or entities that Respondent has provided Hazardous Waste Collection (comparable size and complexity) described within this RFP in the last three (3) years.
Indicate whether the firm has had any contracts terminated due to non- performance within the past five (5) years. Provide details on any contracts so terminated including the stated reason for termination.
- j. Financial Stability and Financial Statements - Respondent will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. Financial Statements will be kept confidential, if so, stamped on each page.

The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided. If the financial statements are un-audited the reviewed shall be in accordance with standards issued by the American Institute of Certified Public Accountant.

- a. Any claim of confidentiality on financial statements should be asserted at the time of submittal.
- b. Litigation History - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Respondent, including its parent, sister or subsidiary companies and proposed subcontractors.
- c. Additional Information and Other Services Provide - any additional information deemed necessary by the Respondent believes to be pertinent but specifically requested elsewhere in the RFP including any value added services that are available to Dallas County at no cost.

Program Functionality and Business Requirements

The project scope of requirements is outlined in the RFP document. The Respondent shall provide a narrative in response to the requirements stated as well as submit any documents required which will demonstrate its ability to meet the requirements of this RFP.

- Rebate and Other Incentives (Response to Exhibit 2)
- Support (Adjust this clause if necessary)

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

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7/31/2025 @ 2:00PM CST

- Hours and days of operation
- Cost and Other Fees Schedule Worksheet
- Sample Reports (If Applicable)
- Proposal Exceptions - Respondent shall identify and list all exceptions taken to any part or sections of the RFP. An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Respondent’s solution, must
- be described in detail.

MANDATORY REQUIREMENTS (Pass/Fail)

- Respondent must supply documentation supporting that they meet the Qualification Requirements and should provide the references so that Dallas County can confirm qualifications.
- Have a minimum of five (5) full years as a hazardous waste disposal management firm.
- INCLUDE LICENSING
- EQUIPMENT
- Must have experience providing a Household Hazardous Waste Collection and related services to large business organizations and/or governmental entities. “Large” is defined as businesses or entities with five-hundred (500) or more active users.
- Proof of Financial Stability
- Provide any details of past or impending litigation or claims filed against your company.

VI. Documents Submitted with Proposal or Upon Request

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with proposal.

VII. Pre-Proposal Meeting

During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A pre-proposal meeting will be held by the County whereby the respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County’s purchasing platform, (<https://www.bidnetdirect.com/texas/dallas-county>), to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-proposal conference **7/1/2025 at 11:00 a.m. (CST)**, the pre-proposal meeting will be conducted through a virtual conference call through Microsoft Teams.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 222 837 972 151 3

Passcode: i7DK72Gx

Solicitation Number No.: 2025-048-7073

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Dial in by phone

[+1 469-208-1731](tel:+14692081731), [524083857#](tel:+1524083857) United States, Carrollton

[Find a local number](#)

Phone conference ID: 524 083 857#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The deadline for the submission of questions is on **7/7/2025 at 12p.m. (CST)** through Bidnet.

VIII. Term and Commencement Date

This will be a five-year service price agreement commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

IX. Award Method

The County's intent is to award this solicitation in its **entirety** but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all proposals and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

X. Opening of Proposals

Proposal reading shall be conducted: **7/31/2025 at 2:30pm (CST)** on the day the proposals are due. The reading will be conducted via a live meeting online at https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_YmY4YzY3YTETMTJkMy00ZDNILWJmMjktZGJmZjcOWUxNjc2%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%252c%2522IsBroadcastMeeting%2522%253a%2522%257d&data=05%7C02%7CJamie.Kim%40dallascounty.org%7C0528e6ccdc0e4a49acbe08dda9c1203c%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638853369111375658%7CUnknown%7CTWfPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIiIAiOiJXaW4zMiIsIkFOIjoIjWfPbCIiIldUjovfQ%3D%3D%7C0%7C%7C%7C&sdata=svLa9YOvmLnJtR9yaC9rzU18fxnk0byTvUS%2B%2F1BsH7U%3D&reserved=0

Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XI. Additional Questions and Answers During and/or After the Pre-Proposal Conference

Firms will be required to any submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **7/7/2025 at 12pm (CST)**.

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

XII. Proposal Submittal and Exception Requirements

To be considered for award, the proposal response must be submitted by **7/31/2025 at 2:00 p.m. (CST)**. Responses shall be submitted electronically through Bidnet, the County's online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On December 19, 2024 Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Vendors seeking to do business with Dallas County will be required to register, (<https://www.bidnetdirect.com/texas/dallas-county>). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

XIII. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Purchase order number
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained
- Unit pricing
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled.

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

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XIV. Communication

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through Jamie Kim.

All questions regarding this solicitation are to be submitted in writing to **Jamie Kim**, Dallas County Purchasing Department via [Bidnet](https://www.bidnetdirect.com/texas/dallas-county) (<https://www.bidnetdirect.com/texas/dallas-county>), the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to Jamie.kim@dallascounty.org. Please reference the Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this solicitation will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this solicitation Addendums to this solicitation can be located at the following web address: <http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate solicitation #, click on the appropriate hyperlink for viewing and/or downloading.)

XV. Review of Proposals

All proposals will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a proposal if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and proposers are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected proposers; however, discussions may not be initiated by proposers. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Proposers shall not contact any Dallas County personnel during the RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

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All correspondence relating to this RFP, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the vendor relating to this RFP shall be coordinated by Dallas County Purchasing.

Selected proposers may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, presentations and product/service evaluations may develop into negotiating sessions with the proposer(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with proposer's representatives authorized to contractually obligate with an offer. If proposer is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer. In addition to a presentation, visits by the Evaluation Committee to representative proposer's client sites may be conducted where the proposed solution can be demonstrated in a production environment.

XVI. Proposal Pricing

Proposal pricing shall be firm for the first 12 months of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as proposed will not be paid by the County, regardless of the intentions of the respondent when the proposal was submitted and regardless that those costs were actually incurred. Price increase(s) shall not be automatic, the respondent shall request on an annual bases a price increase which shall not exceed 5% annually as warranted. Respondent shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. Cumulative change orders and/or price increases shall not exceed 25% of the original amount awarded during contract term. A price increase shall be mutually agreed upon by the County and Contractor. Request for price increases and change orders shall be reviewed and considered at the County's sole discretion.

XVII. Insurance

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation

- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two

- years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
 - o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XVIII. Discussion With Reasonably Qualified Proposals

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFP.

After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

until either both the proposer and Commissioner's Court executes a completed Contract or the Procurement Department determines that no acceptable alternative proposal exists.

The County reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XIX. Rejection or Acceptance of Proposals

The County reserves the right to accept or reject in part or in whole any proposal submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible respondent as determined by the Purchasing Agent.

XX. Late and Withdrawn Proposals

All proposals must be submitted no later than the proposal due date and time established by this solicitation. Proposals arriving after the due date and time will not be accepted. Late proposals delivered by carrier will be return to the respondent unopened.

A respondent has the right to withdraw their proposal prior to the proposal due date and time, thereafter, the respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their proposal.

XXI. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XXII. Disqualification Of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the County of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas

XXIII. Permits Required by Law

Proposer shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXIV. Records and Audit

The Proposer shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a

minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXV. Assignment of Contract

The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Proposer assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.

XXVI. Default by Proposer

The following shall be deemed as events of default by Proposer under the Contract:

- Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Proposer attempts to assign the Contract without the prior written consent of the County;
- Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Proposer fails to properly and timely pay Proposer personnel, suppliers or other Proposers and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Proposer written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Proposer shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Proposer, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXVII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Proposer. The County will compensate Proposer in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXVIII. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Proposer's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has

defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

6. The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXIX. Indemnity

The selected proposer agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected respondent's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected respondent its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected proposal(s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXX. Selection Process

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXXI. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFP.

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

XXXII. Contract Award

Upon selection of a successful Proposer, the County and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

XXXII. Certificate of Interested Parties (Form 1295)

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or

other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d)“Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)“Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

XXXIII. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Contract Provisions

The following provisions apply to Federally funded procurement:

Clean Air Act

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.”

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; and

- ii. Are *not used* as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

The following pertains to projects that include Construction:

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and Other Related Program Services

Proposal Due Date:

7/31/2025 @ 2:00PM CST

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in

Solicitation Number No.: 2025-048-7073

Pre-Proposal Meeting Date: 7/1/2025 @

**11:00AM CST Project Title: Household Hazardous Waste Collection, Recycling, Disposal and
Other Related Program Services**

Proposal Due Date:

7/31/2025 @ 2:00PM CST

any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”