



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

---

## REQUEST FOR PROPOSAL

---

### Williamson County Landfill Monitoring Services PROPOSAL NUMBER: 09WCP818

**PROPOSALS MUST BE RECEIVED AT OR BEFORE: November 4, 2009 – 2:00 PM**

**PROPOSALS WILL BE PUBLICLY OPENED: November 4, 2009 – 2:00 PM**

#### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department **at or before Wednesday, November 4, 2009 at 2:00 PM**. Proposals will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department.

**METHODS:** Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

**LOCATION DIRECTIONS:** Please see page 13 of this document for a map and directions to the Williamson County Inner Loop Annex.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

#### PROPOSAL REQUIREMENTS

**PRE-PROPOSAL MEETING:** All vendors interested in submitting a proposal are invited to attend the non-mandatory pre-proposal meeting at **2:00pm on Wednesday, October 21, 2009**, at the Williamson County Human Resources Department, located at 301 SE Inner Loop Annex, Suite 108, Georgetown, TX 78626. At this time, vendors will be able to find out more about the project and ask any questions in reference to the RFP. Although in-person attendance is preferred, the County will also provide a conference phone for vendors to call in and attend the meeting remotely. **If you plan on attending via telephone, please contact Jonathan Harris in Purchasing (512-943-1692) at least one (1) day prior to the meeting, to obtain conference telephone information.**

**SUBMITTAL:** One (1) original proposal and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies must have the same attachments as the original.**

**SEALED:** All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals must be submitted on the forms provided in this Request for Proposal. Changes to forms made by proposer shall disqualify their proposal. Proposals cannot be altered or amended after submission deadline.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) have a satisfactory record of performance in agriculture;
- d) be otherwise qualified and eligible to receive an award of said land lease.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

### **REJECTION OR ACCEPTANCE:**

No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under the Contract, Bob Daigh, Williamson County Director of Infrastructure, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners' Court and the successful Proposer.

**CONTRACT PERIOD:** The Initial Term of the Contract shall commence on the Date of Award and continue for twenty-four (24) months thereafter. The Contract Agreement may be reviewed on an annual basis and

may be renewed as described and set forth under "CONTRACT EXTENSIONS" below.

**CONTRACT EXTENSIONS:** On or before the Termination Date, the Williamson County Commissioners Court reserves the right to extend the Agreement, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to two (2) additional years, with the terms, covenants and conditions of the Contract Agreement remaining the same for any extension. Each new extension of the Agreement is contingent upon the approval of Williamson County Commissioners Court for each extended term in question. The County and the proposer agree that termination shall be the proposer's sole remedy if the Williamson County Commissioners Court decides not to extend the Agreement for additional term(s), as set forth above.

## **PROPOSAL CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contact listed below. Question submittals must be made via email, and are **due by 5:00 PM CST on Monday, November 2, 2009**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

### **PURCHASING CONTACT:**

Jonathan Harris  
Assistant Purchasing Agent  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
[joharris@wilco.org](mailto:joharris@wilco.org)

## **MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may

award a Contract for the period implied or expressly stated in the best proposal.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2009 thru September 30, 2010 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is located on Page 11 of this RFP. This form must be completed, signed, and submitted with your Proposal.***

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Proposer shall provide with this response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without

cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **Purpose**

Williamson County seeks proposals in response to this Request for Proposal (RFP) from qualified and experienced consultants to provide landfill oversight services for the County. The primary role of the landfill oversight inspector is to oversee Williamson County's Municipal Solid Waste (MSW) contractor, provide regular reports to the Williamson County Commissioners Court, and monitor contract activities related to compliance with Texas Commission on Environmental Quality (TCEQ) requirements and the contract between Williamson County and its contractor, Waste Management. This will initially be a 2-year contract, with the ability to renew in twelve (12) month increments for up to two (2) additional years.

## **Requirements**

Deadline for submission – RFPs must be submitted prior to **Wednesday, November 4, 2009 at 2:00 pm**. RFPs must be submitted to the Williamson County Purchasing Department, which is located at 301 SE Inner Loop, Suite 106, Georgetown, TX 78628. Responses may either be mailed or hand delivered in a sealed envelope. Responses should be clearly labeled with RFP #09WCP818 on the front of the envelope.

## **Evaluation/Selection Criteria**

All responses received by the designated date and time will be evaluated based on the vendor responses to the specific criteria listed under Selection Criteria. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the requested services.

## **Selection Process**

Firms are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial RFP responses, or in addition, may have interviews with individuals or firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

## **Contract Award**

A recommendation for Contract Award will be made to the Williamson County Commissioners Court after the best offer is determined. The best offer may be determined from the initial offer or after any contract negotiations have been concluded.

## **Submission Documents**

Respondents should include the following items in their response to this RFP:

- a) Responses to **Selection Criteria** for providing requested services (**Starting on Page 5**)
- b) Resume(s) for the individual(s) that will be providing the requested services
- c) Signed and completed **Williamson County Proposal Form (Page 12)**
- d) Signed and completed **Williamson County Conflict of Interest Statement (Page 11)**
- e) At least three (3) references where like services have been supplied by you or your firm

## **Selection Criteria**

Selection will be based on the respondents' experience, qualifications, references, history of providing like services related to the criteria listed below, and price. Please provide your response to the following listed criteria. You should include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

***Please note the following:***

***If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.***

- 1) Previous regulatory experience in Municipal Solid Waste (MSW). The County is expecting that this experience will be used in providing oversight inspection services at the Williamson County Landfill and will also be utilized in monitoring specific requirements of the County's Landfill contract. ***(Directly below, please respond to this criteria)***

- 2) Previous experience in monitoring of monthly activities and providing regular reports to a governing body, such as the Williamson County Commissioners Court. Examples of landfill contractor provided reports to be monitored and reviewed are:
  - a. tonnage received at the landfill for disposal
  - b. recycling and diversion
  - c. total revenue received from user fees, or other revenue sources
  - d. tip fees, special handling fees, and pass through charges charged to landfill users
  - e. any other pertinent details of the landfill operation***(Directly below, please respond to the criteria)***

- 3) Previous experience in monitoring contract activities and administering contracts. Examples of contract terms include verification of reports, payments, operating procedures, operating hours, complaint resolution, etc.

***(Directly below, please respond to this criteria)***

- 4) Previous experience of monitoring contract activities related to compliance with Texas Commission on Environmental Quality (TCEQ) requirements.

***(Directly below, please respond to this criteria)***

- 5) Previous experience keeping a governing body (such as the Williamson County Commissioners Court) updated on condition of contracts which you have administered. These updates would likely have included such areas as:
- a. the status of compliance of contracts
  - b. complaints that are submitted to contractor, along with the contractor's response, and corrective action plan if required
  - c. extraordinary occurrences affecting contractor's performance;
  - d. documentation of unacceptable activity that is not in compliance with the existing contract

***(Directly below, please respond to this criteria)***

- 6) Experience providing services for municipal and governmental inquiries, for individuals, agencies, political subdivisions and/or community groups/associations that have business with an organization under the terms of an existing contract.

***(Directly below, please respond to this criteria)***



**7) Other knowledge and/or services that the Proposer has provided:**

- a. Texas Pollutant Discharge Elimination System (TPDES) multi-sector storm water permitting and MSW air permitting
- b. Texas recycling rules and current national, state, and local trends
- c. Knowledge of functions of state, county and city governments and their policies and procedures
- d. Ability to interpret statutory, regulatory and procedural requirements
- e. Effective communication with engineers, contractors, lawyers, department heads, elected officials, community leaders and County personnel, which is expected to be both verbally and in writing
- f. Public presentations – (this type of service may be required from time to time)
- g. Problem solving, making plans and following through to completion of goal
- h. Attending evening, weekend, and/or holiday meetings

***(Directly below, please respond to this criteria)***

**8) Educational background and skills in either public administration, business administration or other related field. *(Directly below, please respond to this criteria)***

- 9) Costs or fees to provide services under this RFP.  
*(Directly below, please respond to this criteria)*



## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY PROPOSAL FORM**  
**Williamson County Landfill Monitoring Services**

**PROPOSAL NUMBER: 09WCP818**

NAME OF PROPOSER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

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

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

# Williamson County Inner Loop Annex

**Address:**

**301 SE Inner Loop  
Georgetown, TX 78626**

## **Directions:**

### **From South (Austin, Round Rock)**

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### **From North (Georgetown, Jarrell)**

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**

