



TEXAS SOUTHERN UNIVERSITY

Return Bid to:

Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

ITB Number: 717-21-702 for Waste Disposal

ISSUANCE DATE: Thursday, Sept. 10, 2020

OPENING DATE: Thursday, Sept. 24, 2020

OPENING TIME: 11:00 a.m. Central Time

Texas Vendor ID or FEI No.
COMPANY NAME
ADDRESS
Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

CITY STATE ZIP
PHONE NUMBER EMAIL ADDRESS
AUTHORIZED SIGNATURE DATE
If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied This Vendor agrees to comply with all conditions shown on this form.

TYPE OR PRINT NAME OF SIGNER
FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

TERMS OF PAYMENT: NET 30 DAYS

FREIGHT CHARGES: N/A
If quoting other than F.O.B. Destination Prepaid and Allowed, indicate all freight charges.

- Check below if preference is claimed under Rule 1 TAC 113.8
[ ] Produced in Texas and/or Texas bidder
[ ] Texas agricultural products
[ ] USA produced supplies, materials or Equipment
[ ] Historically Underutilized Business Certified by the TX Procurement and Support Services
[ ] Products of persons with mental or physical Disabilities
[ ] Products made of recycled materials
[ ] Energy efficient products

TOTAL AMOUNT OF BID:
\$ for year 1 only

## Invitation to Bid # 717-21-702

### Waste Disposal Services

Texas Southern University desires to enter into a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

Texas Southern University (TSU) is a comprehensive, special-purpose institution providing higher education access to the nation's underserved communities. TSU's academic and research programs address critical urban issues and prepares its diverse student population to become a force for positive change in a global society. TSU offers more than 100 undergraduate and graduate programs and concentrations – bachelor's, master's, doctoral and professional degrees – organized into 10 colleges and schools on a 150-acre campus nestled in the heart of Houston's historic Third Ward. The University's enrollment has a population of more than 10,000 undergraduate and graduate-school academic candidates. Texas Southern has been a distinguished educational pioneer since 1927, and the University has become one of the most diverse and respected institutions in Texas. TSU has positioned itself as a proactive leader in educating underserved students and many who are the first in their family to attend college.

#### **BID DELIVERY**

TSU Post Office  
3100 Cleburne Street  
Houston, TX 77004

**\*\*\* PLEASE INFORM YOUR CARRIER SERVICE TO BRING YOUR BID RESPONSE TO THE TSU POST OFFICE**

#### **ADDITIONAL COPIES**

Texas Southern University requests that bidders submit one (1) paper original, one (1) paper copy, and one (1) flash drive version. Please clearly mark the original copy of your offer.

#### **TERM**

This solicitation will result in a 5-year contract.

#### **EQUAL OPPORTUNITY**

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

#### **NON-DISCRIMINATION**

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered onto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **PUBLIC INFORMATION**

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

## **WAIVER OF INCONSISTENCIES**

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

## **INCURRED EXPENSES**

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

## **EQUIVALENT SUBSTITUTES**

These specifications are used to show a level of quality and workmanship that we require of the items in the bid, but they are not exclusive. We will consider alternative manufacturers, types, makes and models. We reserve the right to determine to what degree any substitute item is equal to and/or equivalent to the items specified.

## **INQUIRIES / QUESTIONS**

All inquiries regarding this Invitation to Bid must be submitted via email by **Thursday, September 17, 2020 by 12:00 noon Central time**. The University will not accept questions after this date and time. Please submit your questions in Word format for ease of cutting and pasting. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>, and the TSU Purchasing website. Questions must be emailed to Thomas Britt at [thomas.britt@tsu.edu](mailto:thomas.britt@tsu.edu) to be considered.

## **ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID**

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website and the TSU Purchasing website up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

## **REFERENCES**

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the particular type of project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

## **HUB Subcontracting Plan (HSP)**

In accordance with Gov't Code §2161.252, Texas Southern University has determined that subcontracting opportunities are not probable under this contract. Therefore, respondents, including State of Texas certified

Historically Underutilized Businesses (HUBs), do not have to submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

## **SUBCONTRACTORS**

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

## **AWARD**

Texas Southern University intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University.

## **CRITERIA FOR AWARD**

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all of the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

(a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.

(b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

- (1) Proposed costs
- (2) Stability and success of contractor's business
- (3) Quality and reliability of the goods and services
- (4) Delivery terms and proposed transition plan
- (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
- (6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.  
Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

## **PUBLICITY**

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name

in connection with any sales promotion or publicity event without the prior express written approval of the University.

## **BID TABULATION**

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

## **SEVERABILITY**

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

## **GOVERNING LAW**

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

## **HOUSE BILL 1295**

The awarded vendor may be required to submit the State of Texas House Bill 1295 certificate for Interested Parties if over \$100,000 per year; unless you are a publicly traded company. Please familiarize yourself with this procedure.

## **FIRM PRICING**

Prices contracted for are to be guaranteed firm pricing for ninety (90) days.

## **BRAND NEW**

All items must be brand new and in current production, not used nor refurbished.

## **TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY**

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met and Texas Southern University deems it necessary to override the contractual agreement.

## **RIGHT TO TERMINATE**

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

## **TERMINATION**

For termination which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

## **AMENDMENTS**

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

## **WARRANTY/GUARANTEE CLAUSE**

Acceptance of a contract by a bidder shall include acceptance of the following guarantees:

- Any items rejected by Texas Southern University within one (1) year of date of receipt will be replaced or a refund made by the contractor within thirty (30) days after notification to contractor. All shipping costs will be borne by the contractor. This includes items purchased for warehouse stock, which subsequently, upon issue, are found to be defective/broken.
- If the item does not perform as represented by the seller, does not meet acceptable commercial standards, or if the delivery dates are not as requested by Texas Southern University, Texas Southern University may cancel this agreement without obligation at any time and without advance notice.
- Warrant that the merchandise bid is free from defects in material and workmanship and agrees to repair or replace promptly on a one for one basis without additional cost to the Texas Southern University during the one (1) year period, any and all items failing, except those failures attributable due to accident, fire, or negligence on the part of operating (using) consumers/staff.
- This warranty/guarantee is not the exclusive remedy of the State of Texas but is in addition to the general obligations of the Contractor to faithfully perform the contract and it in no way limits the responsibility of the Contractor for faulty design, manufacture or assembly of the equipment.
- Neither the final payment nor any provisions of the contract documents shall relieve the Contractor of responsibility for faulty materials, design, workmanship, manufacture or assembly. If the Contractor after due notice, fails to proceed promptly to comply with the terms of the warranty/guarantee, the State of Texas may, at its option, have the defects corrected or items replaced from the best available source and the Contractor and/or its surety shall be liable for all expenses incurred by the State.
- Guarantees the merchandise to be first quality grade in the field and that merchandise bid has been sold in commercial trade. Bidder further guarantees that merchandise bid is of normal production.

## **PROTECTION OF PROPERTY**

Vendors shall at all times guard against damage or loss to TSU property, or property of other vendors, suppliers or contractors; and shall be responsible for replacing or repairing said property, or pay for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents.

## **INDEMNIFICATION**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

**PREFERENCES**

**See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38**

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran \*
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders\*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

**VENDOR CERTIFICATION / ACCEPTANCE**

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED NAME & TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**ATTACHMENTS**

The following attachments are to be considered as part of this bid:

- 1) TSU Terms and Conditions

## SPECIFICATIONS

**Scope of Work-** The university is requesting contractors to bid services to provide all containers, roll-off, and front load necessary for non-hazardous waste disposal services for the university, as well as single stream recycling.

These services shall include, as a minimum, transportation and disposal of wastes from the university to an approved disposal facility in accordance with all applicable state & federal regulations. The Proposer performs these services in a timely manner so that the university can maintain its non-hazardous waste according to the regulations.

Functional specifications:

Contractor shall provide the following to the Main campus

### Non-Hazardous Waste Services

Containers	Frequency & Service Type
One (1) -4 cubic	3 times/week - MWF, Front-End Loader
Fifteen (15) -8 cubic yd. containers	3 times/week – MWF, Front-End Loader
One (1)-40 cubic yd. container	16 times/annually, Roll Off-Loader
One (1) – 30 cubic yd. roll-off	16 times annually, Roll Off Loader
Five (5) 6 cubic yard containers	3 times /week - MWF, Front -End Loader
One (1) Compactor 34 c.y.	As needed or weekly

University Courtyard / Tierwester Oaks:

Twenty two (22) containers – 2 cubic yard containers normal 11 per pick up 3 times / week – MWF Front end loader, Four (4) – 6 cubic yard container, 3 times/ week – MWF Front End Loader

Pick up schedule-time-from 1:00 am until 7:00 a.m. Pick up must be completed by 7:00 a.m.

Each contractor may conduct a site visit to see the current container locations. See attached Schedule for locations.

Contractor will submit monthly reports to the University detailing to date waste disposal activity.

Contractor will submit monthly reports to the university detailing the quantity in pounds of recycle and solid waste material collected.



TSU Building Inventory and Requested Services Scheduled by Location

<u>Box Identification</u>	<u>Box Location</u>	<u>Size &amp; Pick-up Frequencies</u>
Building# 107	Fine Arts Building	(3) --8 C.Y. - MWF
Building # 164	Health & Physical Ed	(2) --8 C.Y. - MWF
Building # 102	Spurgeon E Gray Hall	(2) -8 C.Y. - MWF
Building # 143	M.L.K. Humanities Bldg.	(2) -- 6 C.Y.- MWF
Building # 148	Sterling Student Center	(3) 8 C.Y. - MTWTHFS
Building # 148	Sterling Student Center	(1) 32C.Y. Compactor weekly
Building # 161	General Services Bldg.	(1) -- 6 C.Y. MWF
Building # 161	General Services Bldg.	30 yd. roll off -16 times/yr.
Building # 132	Parking lot S-1	1-- (6) C.Y. MWF
Building # 104	S. Nabrit Center	(2) -- 8C.Y. MWF
Building # 110	W.R. Banks Child Dev Lab	(1) -- 4 C.Y. MWF
Building # 152	Warehouse & Receiving	(1) -- 6 C.Y. MWF
Building # 152	Warehouse & Receiving	40yd-14 times/yr.
Building # 150	Jesse Jones School of Business	(1) --6 C.Y. MWF
Building # 147	Thurgood Marshall Law School	(1) --8 C.Y. MWF
Building #111	Recreation Center	(2) -- 8 C.Y. MWF
3505 Blodgett main office		
3525 Blodgett (UC1)		
3545 Blodgett (UC2)		
3502 Blodgett (TW5)		
3550 Blodgett (TW4)		
3600 Blodgett (TW3)		
3650 Blodgett (TW2)		

**Annual total for one year \$ \_\_\_\_\_ (same number as on front page)**