



**April 23, 2021**

**REQUEST FOR PROPOSALS  
SOLID WASTE AND RECYCLING SERVICES  
RFP #1-2021**

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**Questions Deadline:** May 14 2021, 2:00 PM, CST  
**Proposals Due:** May 28, 2021, 10:00 AM, CST

Proposals for the services specified will be received by the City of Pilot Point until the date and time as indicated above. Please submit one (1) original proposal, 10 (10) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

**Delivery and Mailing Address:** City of Pilot Point  
City Manager's Office  
102 E Main Street  
Pilot Point, Texas 76258

Late submissions will not be considered. Proposals must be submitted with the RFP number and the Proposer's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.**

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**For questions regarding this RFP contact:** Lana Ensminger  
Finance Manager  
940-324-5018  
[lensminger@cityofpilotpoint.org](mailto:lensminger@cityofpilotpoint.org)

**NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS OR OTHER CITY EMPLOYEES.**

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**Please note that all submissions must be received at the designated location by the deadline shown.** Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**Table of Contents**

<b>Table of Contents .....</b>	<b>1</b>
<b>Notice to Vendors.....</b>	<b>2</b>
<b>Schedule of Events .....</b>	<b>3</b>
<b>Section 1, Instructions to Proposers .....</b>	<b>4</b>
<b>Section 2, Terms and Conditions .....</b>	<b>7</b>
<b>Section 3, Background and Scope of Services .....</b>	<b>9</b>
<b>Section 4, Proposal Format and Content.....</b>	<b>21</b>
<b>Appendix A .....</b>	<b>25</b>
<b>Appendix B .....</b>	<b>26</b>

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**NOTICE TO VENDORS**

Sealed proposals will be received by the City of Pilot Point, Texas at the office of the City of Pilot Point City Manager, 102 E Main Street, Pilot Point, TX 76258, until 2:00 PM, CST, May 28, 2021, for the purchase of services as follows per proposal instructions and specifications:

**REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES  
RFP # 1-2021**

Qualified prospective Proposers may obtain copies of the RFP on the City website: [www.cityofpilotpoint.org](http://www.cityofpilotpoint.org). Proposals received later than the date and time above will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted. Proposals submitted without the required non-refundable proposal fee in a separate envelope will not be considered.

The Pilot Point City Council reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**TENTATIVE SCHEDULE OF EVENTS**

April 23, 2021	Post RFP on the City's website
April 30, 2021	First Publication of the Request for Proposal in the Pilot Point Post Signal
May 7, 2021	Second Publication of the Request for Proposal in the Pilot Point Post Signal
<b>May 14, 2021, 2:00 PM, CST</b>	<b>Deadline for questions, clarifications, or interpretations</b>
May 21, 2021, 2:00 PM, CST	Deadline for responses to questions, clarifications, or interpretations
<b>May 28, 2021, 10:00 AM, CST</b>	<b>Proposal deadline</b>
June 24, 2021	City Council consideration of award of contract
November 1, 2021	Commencement of services

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**SECTION 1:  
INSTRUCTIONS TO PROPOSERS**

**1.01 DELIVERY OF PROPOSALS**

Qualified prospective vendors may obtain copies of the RFP on the City website: [www.cityofpilotpoint.org](http://www.cityofpilotpoint.org). Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals, one (1) original (so marked) proposal and ten (10) copies of the proposal in hard copy and one (1) electronic copy of the proposal in pdf format on a flash drive in a sealed box, will be received by Customer Service Staff at Pilot Point City Hall, until 2:00 PM, CST, May 28, 2021. The outside of the sealed box should be clearly marked "Solid Waste and Recycling Services RFP #1-2021 Proposal" and include the Proposer's name, address, and attention City of Pilot Point, Finance Manager. The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Customer Service Department shall be the official time of receipt. The Proposer is responsible for ensuring that packets are delivered to the Customer Service Department, for confirmation of receipt you may contact Lana Ensminger, Finance Manager at [lensminger@cityofpilotpoint.org](mailto:lensminger@cityofpilotpoint.org) or 940-324-5018.

**1.02 LATE DELIVERY**

The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Customer Service Department shall be the official time of receipt. The Proposer is responsible for ensuring that packets are delivered to the Customer Service Department.

**1.03 WITHDRAWAL OF PROPOSALS**

Proposer may withdraw his proposal at any time prior to the last date and time specified for the proposal deadline. A Proposer may resubmit his proposal at any time prior to the proposal deadline, pursuant to the procedures requirements stated herein. Once proposals are opened, no Proposer may modify or withdraw his proposal within one hundred eighty (180) days after the proposal deadline.

**1.04 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS**

Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Finance Manager, Lana Ensminger, via email at [lensminger@cityofpilotpoint.org](mailto:lensminger@cityofpilotpoint.org) , before 2:00 PM, on May 14, 2021. No further inquiries will be accepted after 2:00 PM, on May 14, 2021.

If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the City, and Proposers shall not rely upon such explanations, clarifications, or interpretations. No Proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

**1.05 ADDENDUMS TO THE RFP**

Any explanations, clarifications, interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Pilot Point Customer Service Department. Addendums to the RFP will be published on the City website: [www.cityofpilotpoint.org](http://www.cityofpilotpoint.org). It is the responsibility of the Proposer to check for addenda.

**1.06 INFORMATION CONTAINED IN THE RFP**

The information set forth in this RFP and in all appendices attached hereto has been presented solely to assist interested Proposers in making their own evaluation of the resources required to provide services to the City and is not intended to be all inclusive or to contain all of the information that a prospective Proposer

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy of completeness of such information.

The Proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. The Proposer agrees that it has satisfied itself by Proposer's own investigation and evaluations of information which will or could affect its performance, and that Proposer's proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the City because of any information in this RFP which may prove to be erroneous in any respect.

**1.07 DISQUALIFICATION OF PROPOSERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of its proposal:

- (a) Evidence of collusion among proposers.
- (b) Lack of competency as revealed by proposed approach, experience, financial stability, and/or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous city contract for failure to perform.

**1.08 EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. The selection committee may select all or some or none of the Proposers for interviews. If the City elects to conduct interviews, Proposers may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the Proposers at any time prior to the final approval of a selected Proposer. Final approval of a selected Proposer is subject to the action of the City Council. The criteria to be evaluated includes the following items listed below. Additional explanation regarding each criterium is provided in Section 4.

**Table 1.1: Proposal Evaluation Criteria**

<b>Criteria</b>	<b>Percent of Total</b>
Cover Letter, Conflict of Interest and Statement of Organization	5%
Proposed Approach	30%
Experience	20%
Financial Stability and Exceptions to RFP	10%
Financial Proposal	35%
	<b>100%</b>

The Proposer selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

**1.09 METHOD OF AWARD AND CITY RIGHTS**

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive technicalities, defects or irregularities in any proposal and to proceed otherwise when the best interests of the City will be realized.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**1.10 RELEASE OF INFORMATION AND PUBLIC INSPECTION**

Only the name of the proposer responding to this proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the proposer must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request following contract award. At no time will confidential information, as noted by the proposer, be released, unless ordered by a court or the Attorney General.

**1.11 ADVERTISING**

The successful Proposer shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

**1.12 ETHICS**

Proposers shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

**1.13 COMPLIANCE WITH LAWS**

Proposer, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Proposer to any such violations on the part of the Proposer, its officers, agents, employees, contractors, or subcontractors, then Proposer shall immediately desist from and correct such violation.

**1.14 DISCRIMINATION PROHIBITED**

Proposer, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Proposer must be an equal opportunity employer.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**SECTION 2:  
STANDARD TERMS & CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified.

**2.01 ASSIGNMENT**

The successful Proposer shall not directly or indirectly subcontract, sell, convey, transfer, assign the awarded contract, in whole or in part, or any rights, interests, duties, or obligations of the contract, in whole or in part, without the prior written consent of the City, and any purported subcontract, sale, conveyance, transfer or assignment by the successful Proposer without prior written consent of the City will be null and void and not binding on the City.

**2.02 COMMUNICATION**

The successful Proposer shall direct all contact with the City through the City designated representative in the contract. The successful Proposer will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the City.

**2.03 CONFLICT OF INTEREST**

In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Pilot Point's Customer Service Department. (Appendix B Form 1)

**2.04 FELONY CRIMINAL CONVICTIONS**

The successful Proposer represents and warrants that neither the proposer nor the successful Proposer's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the successful Proposer has fully advised the City as to the facts and circumstances surrounding the conviction.

**2.05 SALES TAX**

The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-60028429.

**2.06 SILENCE OF SPECIFICATIONS**

The apparent silence of 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 commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

**2.07 SUBCONTRACTORS**

The successful Proposer shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The successful Proposer is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**2.08 TAX/DEBT ARREARAGE**

The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Pilot Point, Texas for taxes or otherwise; and, the City shall be



**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

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**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**SECTION 3:  
BACKGROUND AND SCOPE OF SERVICES**

**3.01 OVERVIEW AND BACKGROUND INFORMATION**

The City's current contract for solid waste and recycling services expires on October 29, 2021. The current contract provides for residential services, commercial services, roll-off services, and City facility services. The current contractor is responsible for disposal of all solid waste and processing of all recyclable materials collected pursuant to the contract. This section provides background information regarding the current contract for solid waste and recycling services.

**The purpose of this RFP is to obtain proposals on the current level of service and on alternate service levels.**

**3.01.01 Current Residential Services**

Solid waste and recycling services are currently provided to approximately 2,000 residential customers as follows: once per week collection of solid waste in 95 gallon carts; twice per month collection of recyclable materials in 95 gallon carts; and twice per month collection of up to four cubic yards of bulky waste.

Bulky waste collection services are currently provided to approximately 2,000 residential customers as follows: twice per month collection of up to four cubic yards of bulky waste; bulky waste in excess of 4 cubic yards and/or bagged solid waste materials are billed as an extra charge in the following manner: On a monthly basis, the Contractor notifies the City Customer Service Department of any additional materials collected and charges to be billed to the customer in accordance with the contract.

Table 2.1 shows the tonnage collected via residential services by material. Additional residential service information is provided in Appendix A.

**Table 2.1: Residential Services Tonnage by Material  
(2018-2020)**

<b>Fiscal Year</b>	<b>Combined Residential Total for Solid Waste and Recycle</b>	<b>Combined Commercial Total for Solid Waste and Recycle</b>
2018	unavailable	unavailable
2019	1927.54	3750.90
2020	2069.64	3826.65

1. Bulky waste tonnage is included in solid waste.

Additional residential services include:

- (a) Once per month drop-off of up to five cubic yards of solid waste materials per residential customer at the designated Landfill; and
- (b) Once per year drop off of household hazardous waste, electronics (including batteries and lightbulbs), document shredding, and bulky waste and/or solid waste materials via roll off containers at the City Hall complex or Public Works Department; and
- (c) Curbside collection of Christmas trees.

Additional information regarding current residential services is located on the City website at <http://www.cityofpilotpoint.org/> .

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**3.01.02 Current Commercial Services**

Solid waste and recycling services are currently provided to approximately 141 commercial customers.

**3.01.03 Current Roll-off Services**

Roll-off services are currently provided to approximately 22 commercial customers, primarily cabinet shops.

**COMMERCIAL WASTE VOLUME**

**Based on October 2020 reporting:**

<b>Commercial Waste Customers</b>	<b>141</b>
<b>Commercial Waste Volume Collected</b>	<b>3826.65 tons</b>
<b>Roll off Commercial Customers</b>	<b>22</b>
<b>Roll Off Waste Volume Collected</b>	<b>1818.31 tons</b>

**3.01.04 Current City Facility Services**

Solid waste and recycling services are currently provided at all City Hall facilities at no charge.

Additional City facility service information is provided in Table 2.2 below.

**Table 2.2: Current City Facility Services**

<b>City Facility Name</b>	<b>Address</b>	<b>Container Count and Size<sup>1</sup></b>	<b>Collection Frequency</b>
City Hall	102 E Main St	1 – CY Roll Off 1- 95 Gallon Recycle	1/wk 2 times per month
Public Works	1300 St. James	1 – 4 CY Roll Off 1 – 20 CY Sludge Roll Off 1 – 30 CY Roll Off	1/wk 1/wk 2/mo
Police Department	100 E. Main St	1 – 95 Gallon Trash 1- 95 Gallon Recycle	1/wk 2 times per month
Fire Department	110 W. Division	2- 95 Gallon Trash	1/wk
Library	324 Washington	4 CY Roll-off 1 – 95 Gallon Recycle	1/wk 2 times per month
Community Center	310 Washington	1 – 95 Gallon Trash 1 – 95 Gallon Recycle	1/wk 2 times per month
New Police Department location	1797 N Washington	1 – 95 Gallon Trash 1- 95 Gallon Recycle	1/wk 2 times per month
New Fire Department location	1789 N Washington	2- 95 Gallon Trash	1/wk

1. CY means cubic yards

**3.02 SCOPE OF SERVICES**

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

- A. Current residential and commercial service levels as described in all of section 3.01
- B. Alternate service levels as described in the remaining sections of this RFP

**3.02.01 Contract Term**

The term of service shall be three (3) years beginning November 1, 2021, with up to two (2) renewal terms of two (2) years each. The successful Proposer may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Proposer does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting the City from exercising the optional renewal term, the City may upon written notice to the successful Proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

**3.02.02 Exclusive Services**

The successful Proposer shall have the exclusive right to provide all solid waste services to residential customers and commercial customers within the City. The exclusive right includes the provision of solid waste services to construction projects within the City. In addition, the successful Proposer shall have the exclusive right to provide all recycling services to residential customers. The successful Proposer shall have the non-exclusive right to provide recycling services to commercial customers and City facilities. The successful Proposer, not the City, shall be solely responsible for defending the rights granted to the successful Proposer herein against third parties.

**3.02.03 Residential Service Alternatives – to be priced individually on Form 4**

- A. Once per week collection of solid waste materials in 90-96 gallon carts
- B. Once per week collection of recyclable materials in 90-96 gallon carts
- C. Once per every other week collection of recyclable materials in 90-96 gallon carts
- D. Every other week collection of recyclable materials in 90-96 gallon carts
- E. Twice per month collection of recyclable materials in 90-96 gallon carts (first and third full week of each month)
- F. Once per week collection of bulky waste and/or solid waste bagged materials up to 4 cubic yards
- G. Once per every other week collection of bulky waste and/or solid waste bagged materials up to 4 cubic yards
- H. Once per week collection of bulky waste in excess of 4 cubic yards and/or bagged solid waste materials
  - 1. Billing and collection of fees for item F by City Customer Service Department
  - 2. Billing and collection of fees for item F by successful Proposer

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

- I. Once per every other week collection of bulky waste in excess of 4 cubic yards and/or bagged solid waste materials
  - 1. Billing and collection of fees for item G by City Customer Service Department
  - 2. Billing and collection of fees for item G by successful Proposer
- J. Twice per year curbside collection of household hazardous and electronic waste when requested in advance
- K. Twice per year drop off of household hazardous waste, electronics (including batteries and lightbulbs), document shredding, and bulky waste and/or solid waste materials via roll off containers at the City Hall complex
- L. Curbside collection of Christmas trees
- M. Additional cart fee
  - a. Solid waste carts
  - b. Recycling carts

All services to be provided on the same day of the week to each residential location. For once per every other week alternatives, collection is to be the same day of the week.

**3.02.04 Commercial Service Alternatives**

- A. Once per week collection of solid waste materials
- B. Once per day collection of solid waste materials by container size (i.e. 2 CY, 3 CY, 4 CY, 6 CY, and 8 CY), upon customer request
- C. Collection of recyclable materials by container size (i.e. 2 CY, 3 CY, 4 CY, 6 CY, and 8 CY), upon customer request

**3.02.05 Roll-off Service Alternatives**

- A. Collection of solid waste materials by container size (i.e. 20 CY, 30 CY, and 40 CY with and without compactors), upon customer request

**3.02.06 City Facility Service Alternatives**

- A. Once per week collection of solid waste materials at all City facilities
- B. Once per week collection of recyclable materials at all City facilities
- C. Once per every other week collection of recyclable materials at all City facilities
- D. Twice per month collection of recyclable materials at all City facilities (first and third full week of each month)
- E. Solid waste and recyclable containers for City events, upon request
- F. Roll off containers by size, upon request

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**3.02.07 Disposal and Processing Services**

The successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs. All solid waste collected under the contract shall be disposed at a disposal site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under the contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

The successful Proposer will be responsible for processing all recyclable materials collected from the City. The successful Proposer must process a minimum of ninety-five percent (95%) by weight of program recyclable materials collected per month.

**3.02.08 Set-out Limits on Items Placed Curbside for Collection**

- A. The Set-out limit for residential customers is defined as follows: all materials set-out are to be collected and shall be placed within 6 feet of the curbside (see Collection Location section below).
- B. The successful Proposer shall tag and leave items placed for collection that are in excess of the Set-out limit described in item A above
- C. The successful Proposer shall promptly notify the City Customer Service Department of any address where tagged items are left, on or before 10:00 AM the following business day.

**3.02.09 Collection Location**

- A. Residential customers that are unable to place materials within 6 feet of curbside shall contact the City Customer Service Department to request an alternate collection location

**3.02.10 Collection Days and Schedule**

Collection shall be provided between 7:00 AM and 7:00 PM on scheduled service day.

- A. Residential Services
  - 1. Shall be provided Monday through Friday, excluding holidays.
  - 2. If a holiday (per Section 3.02.11) falls on a weekday that is a scheduled service day, collections for the holiday and each day thereafter will be delayed one day during that week, and Friday's scheduled collection day will be delayed to Saturday that week.
  - 3. The successful Proposer shall not change collection days or schedules to residential customers without written authorization by the City.
- B. Commercial, Roll-off, and City Facility Services
  - 1. Shall be provided Monday through Saturday.
  - 2. The City shall determine the collection schedule and days for all City facilities services.
  - 3. Commercial services and roll-off services customers and the successful Proposer shall agree upon the collection schedule and days subject to no objection by the City.

The successful Proposer shall provide the City route collection maps and container locations for residential and commercial customers.

**3.02.11 Holidays**

The following shall be holidays for purposes of the contract:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The successful Proposer may decide to observe any or all of the above mentioned holidays by suspension or service on the holiday, but the successful Proposer must meet its contractual obligations.

**3.02.12 Missed Collections**

The successful Proposer shall notify the City by 4:00 PM of potential missed collections when a street, portion of a route, or a complete route may not be completed before 7:00 PM.

When the successful Proposer is notified of a missed collection the following procedures are required as long as such notification does not conflict with GPS documentation of the successful Proposer's attempt to provide services to the customer:

- A. Before 4:00 PM, the successful Proposer shall dispatch a truck and provide the collection before 7:00 PM on the same day,
- B. After 4:00 PM, the successful Proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided.
- C. After 4:00 PM preceding a holiday, the successful proposer shall provide collection within the first three (3) hours of the day after the holiday.

**3.02.13 Program Recyclable Materials**

The following recyclable materials are currently included in the residential recycling services: mixed waste paper (including corrugated cardboard, newspaper, office paper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, and magazines etc.), steel and tin cans, aluminum cans, plastic containers - # 1 and 2, and glass bottles/jars/containers.

**3.02.14 Disaster Debris**

The City and the successful Proposer will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per residential customer of historical residential services tonnage for the same quarter for the prior three years. Collection and disposal or processing of all other disaster debris shall be provided by the successful Proposer at no additional charge.

**3.02.15 Spills, Leaks, and Litter**

The successful Proposer shall exercise care to prevent spilling, leaks and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful Proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractor while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

**3.02.16 Vehicle Maintenance and Specifications**

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

All vehicles shall be kept in a clean and sanitary condition. Collection vehicles shall be painted in the successful Proposer's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful Proposer.

Collection vehicles shall be sufficient to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the successful Proposer's staff and driver may communicate during the route collection. In addition, collection vehicles will be equipped with back-up cameras, spill kits, and GPS tracking capability. If Proposer proposes to equip carts with radio frequency identification (RFID) tags, collection vehicles will be equipped with RFID tag readers.

**3.02.17 Carts**

The successful Proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to carts. The Proposer shall purchase carts that meet the requirements set forth in the contract including, but not limited to, the following requirements:

- (a) Carts must be colored to differentiate solid waste services from recycling services. Carts must be uniform in color. Colors must be approved by the City.
- (b) Carts must be of high-quality and durability with a ten-year warranty.
- (c) Cart markings must be approved by the City.
- (d) Carts may be equipped with passive RFID tag utilizing ultra-high frequency (UHF) range.
- (e) Recycling services carts must have full-color in-mold label (as approved by City) of recyclable materials included and excluded from program, with a minimum size of area of 100 square inches.
- (f) Carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant).
- (g) Carts must be equipped with a metal lift bar (replaceable if damaged).
- (h) Carts must be either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

The successful Proposer shall deliver a new solid waste cart and new recycling cart to each customer receiving services via cart prior to November 1, 2021. Upon request, the successful Proposer shall deliver new carts to new customers. The successful Proposer will be responsible for responding to requests from and delivering carts to customers who need a cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used carts must be cleaned prior to reentry into the system and delivery to customers. Damaged carts shall be removed at the same time a replacement cart is delivered.

Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties.

**3.02.18 Dumpsters, Roll-offs, and Compactors**

The successful Proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the successful Proposer. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful Proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.



**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

The successful Proposer is responsible for removing graffiti from its dumpsters, roll-offs, and compactors. Collection drivers shall notify the successful Proposer at the end of each day of any dumpster, roll-off, or compactor containing graffiti. The successful Proposer shall remove any graffiti from its dumpsters, roll-offs, and compactors within five (5) business days of notification. Each dumpster, roll-off, and compactor of the successful Proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A dumpster, roll-off, or compactor of the successful Proposer shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the successful Proposer to install and service a dumpster, roll-off, or compactor. Damage to dumpster, roll-off, or compactor on customers' premises is at the successful Proposer's risk, as between those parties and without affecting the risk or liability of others. The successful Proposer shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the successful Proposer's negligence. The successful Proposer shall repair or replace within one business day any dumpster, roll-off, or compactor that the City determines does not comply with applicable law or constitutes a health or safety hazard.

**3.02.19 Successful Proposer's Office**

The successful Proposer shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 7:00 AM to 7:00 PM on regular collection days. When collection is postponed one day for the holiday schedule the successful Proposer's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

**3.02.20 Customer Service and Complaint Resolution**

The successful Proposer shall provide a single source contact/resource to receive City Finance Department requests and/or complaints. Such resource shall respond to the City within two (2) hours of initial outreach.

The successful Proposer will be primarily responsible for customer service requests, complaints and complaint resolution. The successful Proposer shall give each request and/or complaint prompt and courteous attention within 24 hours, excluding weekends and holidays.

If the successful Proposer is unable to resolve a complaint within 24 hours, the successful Proposer will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 24 hours.

The outcome of an unresolved complaint will be at the discretion of the City Customer Service Manager or her/his designee.

The successful Proposer shall maintain a log of complaints and shall provide the City on a monthly basis, or upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

**3.02.21 Reporting**

The successful Proposer shall provide the following daily and monthly reports to the City. Reports shall be in a format approved by the City.

Complete and accurate daily reports must be submitted to the City by 10:00 AM, CST each business day. Daily reports must contain the following information:

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

- (a) **Daily Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
- (b) **Unacceptable Set-out Log** – Spreadsheet of unacceptable set-outs by address and description of reason.

Complete and accurate monthly reports must be submitted to the City on or before the tenth (10<sup>th</sup>) of each month. Monthly reports must contain the following information:

- (a) **Amount of Solid Waste and Program Recyclable Materials Collected** – Spreadsheet listing amounts (in tons/pounds) of solid waste and program recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.
- (b) **Customer List for Roll-off Services** – Identify each by address and level of service, name, and contact information.
- (c) **Billing and Revenue Documentation** – Documentation justifying the successful Proposer's billings and revenue derived by the successful Proposer for services within the City.
- (d) **Summary of motor vehicle accidents or moving violations involving the successful Proposer's vehicles** – Identify vehicle, employee and description of violation.
- (e) **Set-out Rate and Participation Rate Information** – If Proposer proposes to equip carts with RFID tags, spreadsheet listing set-out and participation rates by service by route. The spreadsheet must also include year-to-date average rates.

**3.02.22 Billing & Customer List**

**A. Residential Services**

The City will be responsible for customer billing and collection, in accordance with the selected service alternatives.

**B. Commercial or Roll-off Services**

The successful Proposer will be responsible for customer billing and collection, in accordance with the selected service alternatives.

**3.02.23 Franchise Fee**

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Proposer, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to thirteen percent (13%) of gross receipts resulting from the operation of the services within the City and will email a report to the Finance Manager detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. All fees proposed in Form 4 exclude Franchise Fees.

**3.02.24 Performance Bond**

Upon the execution of this contract, the successful Proposer shall make, execute, and deliver to the City a good and sufficient performance bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this contract.

The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City.

The successful Proposer shall pay all premiums chargeable for the Performance Bond.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

The performance bond shall be valid and non-cancelable for a period of one year. Thereafter, the successful Proposer must renew or obtain a new performance bond each year of the contract. Each performance bond must be valid and non-cancelable and comply with the requirements of this contract. The successful Proposer shall provide the City with a renewed or new performance bond on 1<sup>st</sup> day of November of each contract year.

For the initial contract year, the performance bond must be equal to the estimated amount of the initial twelve (12) calendar months of fees to be paid to successful Proposer by City and customers as estimated by the City. For subsequent years, the performance bond must be equal to the actual amount of the prior twelve (12) calendar months of fees paid to successful Proposer by City and customers.

**3.02.25 Insurance**

The successful Proposer shall be solely responsible for any insurance required under the terms of the contract, including, but not limited to, payment of premium and deductibles whether or not City is an insured under the policy, and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering the successful Proposer.

The successful Proposer shall procure and maintain, during the term of the contract and any extensions thereof, the types of insurance and coverages that comply with the insurance requirements shown in the attached Appendix A. The successful Proposer must notify City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this contract.

The successful Proposer shall ensure that the insurance coverage required under the contract is obtained and maintained by the successful Proposer to cover its work hereunder. The successful Proposer shall be held responsible for any modification, deviation, or omissions in the insurance requirements.

City shall retain the right, at any time, to review coverage, form, and amount of insurance coverage. The procuring of the required policy or policies of insurance shall not be construed to limit the successful Proposer's liability to fulfill the indemnification provisions and the requirements under this contract. Notwithstanding said policy or policies of insurance, the successful Proposer shall be obligated for the full and total amount of any damages, injury, or loss caused by the action or inaction of the successful Proposer in connection with this contract.

All insurance certificates shall be received and approved by City before the successful Proposer will be allowed to commence or continue work.

Notice of accident (occurrence) and claim shall be given to the insurance company and City as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of the successful Proposer pursuant to this section shall survive the expiration or termination of this contract.

Failure to comply with any term of this section is a breach of this contract and may result in the termination of this contract.

**3.02.26 Recyclable Revenues**

Successful Proposer will remit to the City of Pilot Point Customer Service Department a monthly rebate of \$7.50 per ton for all single stream recycling materials collected within the city limits, along with corresponding volume generation reports. Volume generation reports and rebates are due no later than the 15<sup>th</sup> of each month.

**3.02.27 Administrative Charges**

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

The successful Proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful Proposer agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and City may require payment by the successful proposer of the charges set forth for each act

- (a) Failure to complete all collections between 7:00 a.m. and 7:00 p.m.: \$1,000 per route.
- (b) Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the successful proposer as an unacceptable set-out, and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street.
- (c) Missed residential unit block: \$500 per incident the successful proposer failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the successful proposer as unacceptable set-outs and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on block.
- (d) Failure to correct a missed collection as specified in the contract: \$25 per occurrence per day.
- (e) Failure to clean up spill as specified in the contract: \$200 per incident per day.
- (f) Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
- (g) Failure to distribute unacceptable set-out notice in accordance with the contract: \$20 per occurrence.
- (h) Failure to submit an accurate report in the specified format, as required by the contract: \$200 per report per calendar day.
- (i) Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- (j) Failure to respond to any customer complaint in accordance with the contract: \$100 per incident per calendar day.
- (k) Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- (l) Commingling of materials in violation of the contract: \$1,000 each incident.
- (m) Disposal of recyclable materials in a landfill prior to being processed as recyclables: \$2,000 each incident.

City may impose administrative charges when the City's designated representative determines that performance consistent with the provisions of the contract has not occurred. The City's designated representative shall notify the successful proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by City or its designee. It shall be the duty of the successful Proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the successful proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of the contract.

The successful Proposer's obligations to make payments for such charges under this section occurring prior to the expiration or termination of the contract shall survive termination or expiration of the contract.

**3.02.28 Termination of Contract**

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

In the event of a failure by the successful Proposer to perform any material provision of the contract, the City shall give written notice of such breach to the successful Proposer along with a thirty (30) day notice (the "cure period") to correct such breach. The City may terminate the contract after such cure period if the successful Proposer has not adequately corrected such breach in accordance with the contract and the City so notifies the successful Proposer in writing of such termination action. Upon the effective date of termination as contained in the notice, the successful Proposer shall, unless the notice directs otherwise, immediately discontinue all Services in connection with the contract. At such time, the City shall pay the successful Proposer only for charges and fees in which Services performed on or before such termination date. In the event such termination occurs, the City may exercise its rights under the successful Proposer's performance bond and procure the services of another waste services provider to complete the work covered under the contract for the remainder of the time period covered by the initial term of the contract or extension thereof.

If the City determines, and notifies the successful Proposer, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the successful Proposer has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the successful Proposer shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the successful Proposer.

The City may withhold all or part of any sums which would otherwise be due to the successful Proposer, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

In the event that the successful Proposer shall fail to perform any of the material provisions of the contract, the City shall promptly notify the successful Proposer of its noncompliance, stating with particularity the facts relating thereto and the period of time the successful Proposer has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of the contract within the period of time specified by the City, the same is a violation of the contract, subject to the non-compliance penalty set forth in the contract. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of the contract.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**SECTION 4:  
PROPOSAL FORMAT AND CONTENT**

The Proposal must contain ALL of the required paperwork. ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. ALL forms requiring signatures must be signed. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order.

1. Cover Sheet and Mandatory Forms
2. Proposed Approach
3. Experience
4. Financial Stability and Exceptions to RFP
5. Financial Proposal

**4.01 COVER LETTER, CONFLICT OF INTEREST FORM AND STATEMENT OF ORGANIZATION**

Proposers shall submit a cover letter containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The cover letter shall include a signature from a representative authorized to legally bind the proposing company as identified in the Form 2 Statement of Organization Form. In addition, the Proposer shall complete the following forms:

Form 1: Conflict of Interest Questionnaire

Form 2: Statement of Organization

**4.02 PROPOSED APPROACH**

**4.02.01 Overview of Approach to Collection Services**

Proposer shall provide an overview of the proposed approach for providing the following collection services:

- a. Residential Services
  - i. Solid Waste
  - ii. Recycling
  - iii. Bulky Waste
  - iv. Household hazardous waste, electronic waste (including batteries and light bulbs), document shredding, and bulky waste and/or solid waste materials via roll off containers
  - v. Drop-off of solid waste at the proposed disposal site
- b. Commercial Services
- c. Roll-off Services
- d. City Facility Services

**4.02.02 Residential Services Collection Route Schedules and Maps**

Proposer shall include a proposed route schedule and maps for residential services.

**4.02.03 Overview of Approach to Disposal and Processing Services**

Proposer shall provide an overview of the proposed approach for disposal of solid waste and bulky waste and processing of recyclable materials collected via the program. For processing of recyclable materials, Proposer shall identify recyclable materials to be included in residential recycling services and description of residential public education and outreach efforts to be performed by Proposer. In addition, Proposer shall provide an overview of the proposed approach for processing of household hazardous waste and electronic waste. Proposer shall list the name, location and distance from the City for the facilities proposed for use in providing the disposal and processing services specified in the contract.

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

**4.02.04 Equipment**

Proposer shall provide describe the following equipment:

- a. **Collection Vehicles.** The descriptions shall include:
  - i. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
  - ii. Number of front line and spare collection vehicles to be used to perform each service.
  - iii. Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
  - iv. Number of personnel needed for each collection crew to conduct each service.
  - v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
- b. **Carts.** The description shall include, at a minimum, the manufacturer, capacity, and color. Photos of the proposed carts should be included. If requested, Proposer shall provide a sample of the carts to the City.
- c. **Dumpsters and Roll-offs.** The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed dumpsters and roll-offs should be included. Proposer shall provide description of maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

**4.02.05 Customer Service Policies and Procedures**

Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:

- a. Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer's satisfaction.
- b. Description of missed collections resolution procedures including ensuring missed collections are resolved in accordance with the RFP.
- c. Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.

**4.02.06 Customer Billing Policies and Procedures**

Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful Proposer. Provide a detailed description of your customer billing program, including billing cycles, collection policy and practices.

**4.02.07 Disaster Management Plan**

Disasters resulting in significant volumes of debris may occur in the City. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

**4.02.08 Transition Plan**

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:

- a. Individual or group of individuals that will oversee the execution of the transition plan.
- b. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also

**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.

- c. Detailed schedule for the transition.
- d. Proposed strategies for customer communication regarding the transition of service providers.

**4.03 EXPERIENCE**

**4.03.01 Key Personnel Experience**

Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Customer Service Manager, etc.). For each key personnel, Proposer shall provide the following information:

- a. Description of direct experience in solid waste and recycling services;
- b. List of industry training and certifications;
- c. Office location of personnel; and
- d. Amount of time per week personnel will be dedicated to the City contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the City contract.

**4.03.02 Company Experience**

Briefly describe in narrative format the Proposer's experience that is relevant to this RFP. Provide references for communities for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 3.

**4.03.03 Contracts Ended Prior to the Expiration Date**

Identify any contracts in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- a. Assignment of the contract to another vendor;
- b. Change of control of the contract to another vendor;
- c. Termination of the contract;
- d. Mutual agreement with the customer to discontinue service; and/or
- e. Other reason.

**4.03.04 Other Performance History Information**

The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Texas Commission on Environmental Quality or any local enforcement agency in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The list shall include name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters.

**4.04 FINANCIAL STABILITY AND EXCEPTIONS TO RFP**

**4.04.01 Financial Stability**

Proposers shall submit the following information related to financial stability:

- a. Briefly describe in narrative format the Proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If



**CITY OF PILOT POINT RFP  
SOLID WASTE AND RECYCLING SERVICES**

the company is publicly held, it is acceptable to attach the SEC required Management Discussion.

- b. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under the contract. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.
- c. Disclose whether Proposer or parent company has ever filed for bankruptcy.

**4.04.02 Exceptions to RFP**

Proposer shall identify any and all exception(s) to this RFP. If Proposer identifies an exception (s), Proposer shall clearly identify the exception(s), state the reason for such exception(s), and how Proposer believes City may benefit from same. For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP will be considered and included in the City's evaluation. If nothing is provided in this section, it will be assumed that the formal proposal is for the services as specifically described in this RFP.

**4.05 FINANCIAL PROPOSAL**

Proposer shall complete Form 4- Financial Proposal.

**This area of this document has intentionally been left blank.**

# APPENDIX A

## INSURANCE REQUIREMENTS

During the term of the contract, the Successful Proposer shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

### Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease \$1,000,000 per Employee per Accident \$1,000,000 by Disease aggregate

### Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

### Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$5,000,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of the contract, the Successful Proposer shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Successful Proposer's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Successful Proposer's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of the contract and can result in retraction by the City of the award of the contract to the Successful Proposer or termination of the contract.
- The Successful Proposer shall file proof of insurance meeting the requirements as set forth herein with the City. The Successful Proposer shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Successful Proposer to fully

comply with the requirements set forth herein regarding insurance is a breach of the contract and the City may terminate the contract with the Successful Proposer.

- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Successful Proposer for any damages arising from the Successful Proposer's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

# APPENDIX B

## Form 1: Conflict of Interest

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	Date Received
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  _____ Name of Officer  This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?  <input type="checkbox"/> Yes <input type="checkbox"/> No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No  C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No  D. Describe each employment or business and family relationship with the local government officer named in this section.	
<b>4</b>	_____ Signature of vendor doing business with the governmental entity	_____ Date

**Form 2: Statement of Organization**

1. **PROPOSER**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Business Contact Person: \_\_\_\_\_

Local Business Phone: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. **SUBCONTRACTORS**

List of all firms participating in this submittal.

Name	Address	Area of Responsibility
------	---------	------------------------

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

**Form 3: Reference**

Proposer Name: \_\_\_\_\_

Experience Information:

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Experience Overview:

Dates of Service: \_\_\_\_\_

Residential Units: \_\_\_\_\_

Commercial Units: \_\_\_\_\_

Additional Experience/Project Description:

**Form 4: Financial Proposal**

Franchise fees are not to be included in the collection fees listed on Form 4

**Form 4.1: Solid Waste Services for Residential Units**

Description	Proposed Fee per Residential Unit
Solid Waste Services <sup>1</sup>	per month

1. Includes once per week solid waste services.

**Form 4.2: Other Services for Residential Units**

Description	Proposed Fee per Residential Unit
<b>Other Services</b>	
<b>Recycling Services <sup>1</sup></b>	
Once per week	per month
Once per every other week	per month
<b>Bulky Waste Services <sup>2</sup></b>	
Once per week	per month
Once per every other week	per month
<b>HHW, Electronic Waste, and Document Shredding Services <sup>3</sup></b>	
Current System	per month
Alternative System	per month
<b>Drop-off of Solid Waste at Disposal Facility <sup>4</sup></b>	
Current System	per month
Alternative System	per month
<b>Additional Service <sup>5</sup></b>	
Solid Waste Service	per month per additional cart
Recycling Service	per month per additional cart

1. The City will determine, prior to award the contract, whether the program will be (i) once per week or (ii) once per every other week. Recycling services will be included in the base services to be billed by the City.
2. The City will determine, prior to award the contract, whether the program will be (i) once per week or (ii) once per every other week. Bulky waste services will be included in the base services to be billed by the City.
3. Refer to section 3.02.03
4. Refer to section 3.02.03
5. Refer to section 3.02.03

**Form 4.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units  
via Cart or Dumpster**

Type and Size	Weekly Collection Frequency					
	1	2	3	4	5	6
Cart		NA	NA	NA	NA	NA
2 CY Dumpster						
3 CY Dumpster						
4 CY Dumpster						
6 CY Dumpster						
8 CY Dumpster						

**Form 4.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster**

Type and Size	Fee (Per Pickup)
2 CY Dumpster	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	



**Form 4.5: Proposed Fees for Solid Waste Services via Roll-off**

<b>Roll-off Type and Size</b>	<b>Container Rental Fee (Per Month)</b>	<b>Initial Delivery Fee (One-time)</b>	<b>Collection Fee (Per Pull)</b>	<b>Disposal Fee (Per Ton)</b>
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				
20 CY Roll-off with Compactor				
30 CY Roll-off with Compactor				
40 CY Roll-off with Compactor				

**Form 4.6: Proposed Other Fees for Dumpsters and Roll-offs**

<b>Description of Service</b>	<b>Fee</b>
Lock	per month
Set of Casters	per month
Opening and Closing of Enclosures	No Charge
	per _____
	per _____
	per _____
	per _____