

Austin, Texas
Request for Proposals (RFP)
Solid Waste Collection and Disposal and Recycle Services
RFP # 07162024

The Village of Bear Creek, hereinafter, "City", is now accepting sealed proposals for the following project: Residential Solid Waste Collection and Disposal and Recycle Services.

Proposal Due Date & Time:

Sealed proposals must be received by Sept 6th, 2024 at 5:00 p.m. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

Submission Envelope:

Mark the front of the envelope – RFP # 07162024 SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLE SERVICES

Submission Location:

Submit the properly labeled and clearly marked proposal with the RFP number and description by personal delivery or USPS Mail to:

Village of Bear Creek
6705 West Highway 290 Suite 607-244
Austin, TX 78735

Submissions by fax or email must be followed by mailed copy to the address above.

Point of Contact:

All inquiries regarding this RFP must be made in writing to Kathryn Rosenbluth, City Secretary, at krosenbluth@vilbc.org. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Deadline for Inquiries:

The deadline for submission of questions is August 23rd, 2024 at 4:00 p.m.

Reservations:

The Village of Bear Creek reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

1. INTRODUCTION

The Village of Bear Creek (the “City”) is requesting proposals from interested and qualified contractors (“Applicant”) to provide the City with residential and commercial solid waste and recycle collection, transport, and disposal or processing of municipal solid waste, including bulky waste, and recycle materials (the “Project”) from within the City and the adjacent subdivision of Bear Creek Oaks to a disposal and processing site identified by the Applicant. The City is looking to provide its property owners and residents an effective system that controls costs and allows for clean removal of solid waste and recycle materials.

This is a proposal package for residential and commercial solid waste and recycle collection and disposal services for the City as publicly advertised in the Hays Free Press **News-Dispatch** newspaper. All information required for preparing this Proposal is in this proposal package. It is the intent of the City to select a single Applicant to accomplish all services outlined in this RFP.

Applicants are invited to submit Proposals in accordance with the requirements of this competitive sealed Request for Proposal (“RFP” or “Proposal”). Please read the entire package before submitting your Proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant’s response.

1.1 Clarification and Interpretation of RFP

The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the Proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit Proposals and gain adequate information from which the City may evaluate the Applicant’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. BACKGROUND INFORMATION

2.1 General

The Village of Bear Creek is a general law municipality with a population of approximately 420+. The city is governed by a Mayor/Council form of government. The City Council is an elected body consisting of the Mayor and two (2) commissioners. The City Council is responsible for all functions of city government, and delegates when applicable to the City Secretary.

2.2 **Location**

The city encompasses approximately 1.14 square miles and is in the Bear Creek Oaks Subdivision. The city is in Hays County and is located approximately 16 miles north-east of Austin and within 25 miles of Austin-Bergstrom International Airport.

2.3 **Service**

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit any approved technologies an Applicant may use to provide such services. Applicant represents, by submitting a Proposal, that the Applicant has the tools, expertise, technology and capacity to provide these services and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the contract. Alternate bids are allowed for this RFP. The City will expect and demand quality service from the successful Applicant at all times.

3. **SCOPE OF WORK**

3.1 **General**

Residential waste and recycle material collection, transport and disposal of solid waste from within the City and the adjacent subdivision of Bear Creek Oaks. The Proposal shall include the cost of collection, transportation and disposal of solid waste, recycle materials and all such residues or by-products of such disposal processing and treatment.

3.2 **Applicant Requirements & Responsibilities**

The City is dedicated to providing responsive and customer-focused residential solid waste and recycling services for the citizens of the Village of Bear Creek, and Bear Creek Oaks. The City is interested in a proposal from Applicants with a strong commitment to excellent customer service, which will work well with the City management, and promote and support core values of trust, teamwork, effective communication, professionalism and quality of life. The ideal Applicant will be customer-focused, responsive, innovative, friendly and committed to offering residents quality service. The City desires an Applicant that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

3.2.1 Specifically, Applicant requirements include:

1. Provide an efficient and economical service of curbside collection of solid waste and recyclable materials for all residential customers within the City limits; and the subdivision of Bear Creek Oaks.
2. Provide "take all" curbside collection service for the collection of residential refuse, solid waste one (1) time per week, yard waste shall be picked up (1) time

per week, and recyclable materials twice (2) times per month, on the same day as provided for the collection of residential solid waste, to each registered residential unit; provided, that such residential refuse and recyclable materials are placed in poly carts and recycling containers, and such poly carts and recycling containers are placed at curbside by 7:00 a.m. on the designated collection day. Further, Applicant shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Applicant.

3. At onset of contract, Applicant will be responsible for delivering new poly carts and recycling containers to each resident to replace those from current provider, if required. Proposal shall include the cost, if any, of additional poly carts and/or recycling containers.
4. Heavy (bulk) trash collection, defined as refuse that cannot be placed into the poly cart used for residential solid waste or weight exceeds 50 pounds, shall be picked up One (1) time per year. This will occur during a 4-hour period starting at 9am on a Saturday morning at two locations within the city. Each location shall have one large roll-off and 1 standard compacting trash truck. Each site will be manned with at least 1 representative of the Applicant's company to ensure that only acceptable materials are collected.
5. Collect and transport solid waste from all residential customers within the City and the subdivision of Bear Creek Oaks to the Applicant's designated disposal site, which must be a properly licensed waste disposal facility.
6. Be responsible for transporting the recyclable materials to an approved processing site, collecting bundled cardboard set out for collection outside the normal recycling bin when necessary (recyclable materials collected for the purpose of recycling may not be deposited in any landfill). Specifications regarding types of recyclables shall be defined in Section 3.5 below.
7. Costs for these services shall be included in the attached rate sheet.

3.2.2 Specifically, Applicant responsibilities include:

1. Leaving waste containers on the side of the street in an upright position.
2. Ensuring no loose trash is left in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the Applicant will pick up the litter).
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each scheduled day.
4. Inform the City Secretary or his designee of any event (including, but not limited to: equipment failure, manpower shortage, or weather) which may delay the pick-up of solid waste by more than two (2) hours on any scheduled day.
5. Be responsive to customer complaints and concerns.
6. Treat customers with respect and with top priority.

7. If Applicant misses a pick-up, the Applicant will return to collect the waste or recyclables within a twenty-four (24) hour period.
8. Provide and require professional uniforms and appearance for all personnel that drive the truck and collect the solid waste and recyclables.
9. Maintain positive communications with the City and the customer.

3.3 **Municipal, Commercial, Industrial, Institutional and Multi-Family Accounts**

3.3.1 **Municipal Service.** At this time the City doesn't require trash collection at any municipal locations.

3.3.2 **Commercial, Industrial, Institutional and Multi-Family Collections.**

The Applicant will collect solid waste from commercial, industrial, institutional and multi-family sites at least one (1) time per week and recyclable materials at least one (1) time every two (2) weeks. The Applicant shall only be responsible for collecting, hauling and disposing of solid waste and recyclable materials placed inside the containers provided by the Applicant. However, the Applicant shall be obligated to offer and provide sufficient service to commercial, industrial, institutional, and multi-family sites, and to increase or decrease, as necessary, the frequency of collection and the size or number of containers so that commercial, industrial, institutional, or multi-family sites' solid waste and recyclable materials will be regularly contained. The Applicant shall be compensated for these additional services as provided for in the attached rate sheet.

3.4 **Storm Debris Management**

In the event of a major storm (flood, hurricane, tornado or other similar disaster), City may request assistance to City residents and the subdivision of Bear Creek Oaks in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc. without having to schedule a special estimate by Applicant. Applicant will provide this service to City residents at a per hour rate plus disposal as provided for in the attached rate sheet.

3.5 **Minimum Program Recyclable Materials**

The Applicant shall, at a minimum, collect the following recyclable materials:

3.5.1 **Recyclable Paper:** Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

3.5.2 Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.

3.5.3 Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.

3.5.4 Recyclable Aluminum and Steel: Any food and beverage containers, cans, bi-metal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.

3.6 Collection Operation

3.6.1 Hours of Operation: Applicant shall collect solid waste and recyclable materials only between the hours of 7:00 a.m. and 5:00 p.m.

3.6.2 Hours of Disposal: Applicant shall dispose of waste within the operating hour of the disposal site.

3.6.3 Routes of Collection: Collection routes shall be established by Applicant as approved by the City. The City shall be provided route collection maps and container locations.

3.6.4 Holidays: The following shall be approved holidays for the purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Applicant shall be responsible for providing make-up collections for all route that occur on the specified holidays. Holiday make-up collections shall be made the day following the holiday.

3.6.5 Personnel: The successful Applicant shall provide all personnel required to perform the scope of services. For the term of the agreement, the successful Applicant shall maintain the following:

1. A representative authorized to make decisions and act on Applicant's behalf, accessible to the City twenty-four (24) hours a day via email or a non-toll call from the City;
2. Operations manager qualified to oversee the operations;
3. Personnel who normally or regularly come into direct contact with the public must have, at a minimum, a company issued identification badge which they must have on display and on their person at all times while on the job. All other forms of individual identification, such as a

uniform with name badges, name tags, or identification cards are encouraged but not mandatory;

4. Personnel operating collection vehicles shall have a valid commercial driver's license appropriate to the vehicle being operated; and

5. All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work in the City.

3.6.6 Collection Equipment: The successful Applicant, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Applicant in accordance with the agreement.

Due to street size variations in the City, the successful Applicant will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Applicant shall, if necessary, hand-clean all spillage resulting from its collection activities.

3.7 Customer Service

3.7.1 Customer Service Office: In order to provide a high quality of customer service, the successful Applicant shall, at its own expense, provide and staff an office facility to receive customer calls and provide face to face service.

1. The successful Applicant shall maintain, at its own expense, a dedicated, local telephone line to receive City customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday and until 2:00 PM on Saturdays.

2. The successful Applicant shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from city customers.

3.7.2 Customer Issues

1. The successful applicant shall manage new residential service requests.

2. The successful Applicant shall manage new commercial service requests.

3. Current Customer Service Requests:

(a) The successful Applicant shall manage current customer service requests, including changes in collection service.

(b) The successful Applicant shall notify City staff in writing within one (1) business day of current customer requests requiring City staff input. For all other Customer service requests, successful Applicant shall provide monthly reports to City staff.

4. Customer Complaints:

(a) The successful Applicant shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.

(b) All customer complaints about services shall be made and routed directly to the successful Applicant and shall be given prompt and courteous attention. The successful

Applicant shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.

(c) In the case of alleged missed collections, the successful Applicant shall make every effort to collect the material on the same day; but it must be collected within twenty-four (24) hours after the complaint is received. Unless otherwise specified in the agreement, should the successful Applicant for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the successful Applicant the City’s cost as well as bill or deduct the successful Applicant’s pro-rata unit charge or rate for providing the service.

(d) Any complaint from a customer that is not resolved to customer’s satisfaction may be managed by the City. City staff shall contact the successful Applicant to review the complaint. The successful Applicant shall have five (5) business days from the date City staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in any agreement resulting from this RFP. If the successful Applicant cannot demonstrate that it met the performance standards outlined in the agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on the successful Applicant. The successful Applicant may appeal a penalty assessment to the City Manager in writing within five (5) business days of the date of the decision of the City staff. The City Manager’s decision shall be final.

3.7.3 Missed Service Penalties: The successful Applicant shall adhere to the following penalty provisions for the duration of the agreement and all subsequent renewals:

Penalty Schedule	
Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect successful Applicant caused spillage	\$100 each incident to a maximum of \$500 per truck per day
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash, recycling, or bulk are not collected	\$100 per incident
Days incomplete. Days are uncompleted if more than four blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers to new participating locations within (5) business days of the receipt of the new sign-up request	\$250 per Container per incident

Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within (5) business days of notification	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts back at customer original set out location	\$500 for over 50 incidents per month

3.8 **Billing**

Applicant shall bill and collect for services, in accordance with the monthly fee schedule established by the City for all residential units within the contracted service area. Applicant will be responsible for billing and collection of delinquent accounts.

3.9 **Recordkeeping**

The successful Applicant shall make available to the City any and all documents and books necessary and related to the services provided under the agreement upon reasonable notice, at any time during business hours for purpose of audit and verification of the fees to be collected hereunder.

4. **CONTRACT TERMS AND CONDITIONS**

4.1 **Term of Contract**

4.1.1 The term of service shall be one (1) year beginning on a date agreed to by the City and Applicant, with up to one (1) additional renewal term of one (1) year. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

4.1.2 The successful Applicant 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 one hundred twenty (120) days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Applicant does not provide such written notice to the City on or before one hundred twenty (120) days 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 Applicant not less than one hundred twenty (120) 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.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the company (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the company under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the company, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The company assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the company's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the company, or any third party.

4.4 Franchise Fee

In consideration of the grant of the franchise, the Applicant shall agree to:

Pay the City an agreed upon franchise fee of 5% as outlined in this agreement. Said amount shall be paid each annual quarter, within thirty (30) days after the quarter. This fee shall be built into the rates paid by the customers, and shall not appear as a separate line item on customer bills or invoices.

4.5 Exclusive Services

The successful Applicant shall have the exclusive right to provide all solid waste and recycling services to residential customers within the City. Several properties within the City are used for weekend or occasional activities or are undeveloped and may not require solid waste services.

The successful Applicant, not the City shall be solely responsible for defending the rights granted to the successful Applicant herein against third parties.

5. INSTRUCTION TO APPLICANTS

5.1 General

This section outlines specific instructions for proposal submissions. **Applicants not adhering to these instructions shall be disqualified without further consideration.** To facilitate the review of the responses, Applicants shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Applicants with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. *It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.* All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the Village of Bear Creek.

5.2 Project Timeline

The selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: July 16th, 2024

Deadline for Submitting Questions: Friday, August 23rd, 2024 by 4:00 pm

Proposal Submission Deadline: Friday, Sept 6th, 2024 by 4:00 pm

Council consideration: Tuesday, October 15th, 2024

Effective Date of New Contract: Saturday, March 1st, 2025 at 12:00 am

5.3 Statement of Compliance

By submission of a response to this RFP, Applicant acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 Cover Letter

5.4.1 Each proposal shall contain a statement that the proposal is a firm offer for a minimum of one hundred and twenty (120) calendar days from the opening date.

5.4.2 Cover Letter shall provide a summary of how Applicant proposes to perform the scope of work, and unique problems perceived by Applicant and their solutions.

5.5 **TAB A – Qualifications and Experience**

5.5.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

5.5.2 Applicant must disclose the amount of time that Applicant has been performing service under its current business name. Applicants shall provide a list of communities similar to the City for which the Applicant or any affiliate has provided similar services to those for which Applicant is submitting a proposal. City reserves the right to contact such communities to inquire about performance.

5.5.3 Applicants must submit the following information regarding each community:

- (i) Agency Contact information including contact name, telephone and email;
- (ii) Description of services;
- (iii) Estimated number of Customers serviced;
- (iv) Quantity of material collected and disposed;
- (v) Quantity of material collected and recycled; and
- (vi) Dates of service.

9.6.4 Applicant shall disclose any contract in the past five (5) years that ended prior to the Contract expiration date due to any of the following reasons:

- (i) Assignment of the agreement to another vendor;
- (ii) Termination of the agreement;
- (iii) Mutual agreement with the Customer to discontinue service; and/or
- (iv) Other reason.

9.6.5 Applicants must disclose any litigation that occurred as a direct result of service agreements for similar services for which Applicant is submitting a proposal.

9.6.6 Organizational chart for key personnel;

9.6.7 Key personnel résumés: At a minimum, key personnel shall include general manager, operations manager, maintenance manager and other personnel that will have regular contact with the City, City personnel and City Customers.

9.6.8 Job descriptions indicating the qualifications and experience of key personnel;

9.6.9 Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient. Applicants must describe the educational requirements for personnel by position;

9.6.10 Identification of training programs for personnel, including safety training; and

9.6.11 Description of dress code that is required for personnel.

9.6.12 Applicant must submit sufficient information to demonstrate financial capacity to handle a contract for the services described within this RFP. Examples of documentation that may fulfill this requirement include, but are not limited to, audited financial statements for the last three (3) years.

9.6.13 Applicant must also disclose whether they have ever filed for bankruptcy.

9.7 TAB B – Project Methodology

9.7.1 Applicant must provide a detailed timeline of the overall approach to providing Solid Waste and Recycling service and Household Hazardous Waste Collection and describe why this is the best approach for the City. The method of approach should include a copy of maps indicating the routes to be used in the collection of waste from all residential customers, the Applicant's safety plan and quality service assurance program which must be implemented by the Applicant in providing timely and complete services to customers. The City reserves the right to reject and request modification of routes and updates on routes of contractor if the need arises.

9.7.2 Description of Collection Vehicles

Applicant shall describe collection vehicles proposed for Solid Waste, Recycling, Bulky Waste, and Yard Trimmings services, including all front-line and back-up vehicles. Description must include the following:

- (i) Make, model, age, and description of each proposed vehicle by type of Solid Waste and Recycling service;
- (ii) Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
- (iii) Photos of each type of vehicle;
- (iv) Number of front-line and back-up by type of Solid Waste, Recycling, Bulky Waste, and Yard Trimmings service;
- (v) Description of maintenance program (inclusive of preventative maintenance, cleaning and repairs) and vehicle replacement schedule; and
- (vi) Timeline for acquisition of vehicles;

9.7.3 Description of Carts

Applicant shall describe containers that will be used to collect solid waste and recyclables.

- (i) The description must include the following:
 - (a) Manufacturer, make, color, and logos on the containers;
 - (b) Capacity of the containers;
 - (c) Photos of each type of container;
 - (d) Timeline for acquisition of containers;
 - (e) Description of purchase/financing for containers; and
 - (f) Descriptions of program to store, repair, and switch-out containers for customers.

(g) Description of program to maintain containers, including frequency of cleaning and any fees associated with excessive container maintenance.

9.7.4 Recordkeeping and Reporting Capabilities

(i) Provide details of Applicants reporting process and ways in which reporting cycles can be customized.

(ii) Provide samples of reports as requested in Section 7.22.

Security and Disaster Recovery

(iii) Describe security measures and disaster recovery plan, including but not limited to the following:

- Outline the security measures in place for the protection of data.
- Describe security measures used to prevent unauthorized user access to either the system or data.
- Describe your backup and/or redundant systems.
- Provide your disaster recovery plan should a catastrophic event occur.

9.8 TAB C – Service Yard and Facilities

9.8.1 Applicant must identify the location of the service yard they propose to use. The service yard may be the same location as the local office. The service yard is not required to be located in the City.

9.8.2 Applicant shall describe the Disposal Facility and/or Recycling Facility to be used to provide service to the City. For each facility, Applicant shall provide the following:

- (i) Name of facility;
- (ii) Owner(s) of facility;
- (iii) Operator of facility;
- (iv) Location of facility;
- (v) Level of equipment maintained at the facility;
- (vi) Proof that such facility is able and willing to accept material collected from the City;
- (vii) Total remaining capacity of facility for the term of the agreement;
- (viii) Annual tonnage disposed/processed at facility; and
- (ix) Required local, state or national permits for the facility.

9.8.3 Proof that a facility is able and willing to accept material collected from the City; must indicate that the facility has the capacity to accept the materials from the City for the term of any Contract resulting from this RFP.

9.8.4 For the Recycling Facility, Applicant shall identify whether the City may include additional recyclable materials, as program recyclable materials, at no additional cost.

9.9 TAB D – Transition Plan

9.9.1 Applicant shall describe its proposed strategies to ensure a smooth transition from the current level of service to the proposed level of service. In the transition plan, Applicant must describe the following:

- (i) Individual or group of individuals that will oversee the transition;
- (ii) Proposed approach, including equipment, personnel, and schedule, for delivering containers to customers. Applicants shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers. Applicants will describe the procedure for Collection in the event that customers set out materials in both the existing containers and the new containers, (if applicable) for collection during the transition period;
- (iii) Overall schedule for the transition including the timeline in which the proposed schedule will be implemented;
- (iv) Proposed strategies for customer service and public education regarding the potential transition of service providers.

9.10 TAB E – Customer Service and Public Education

Applicants shall provide the following customer service and public education information within their proposals:

- (i) Location of customer service office;
- (ii) Hours of operation;
- (iii) Description of customer complaint resolution procedures; and
- (iv) Description of how the Applicant plans to meet or exceed the customer complaint resolution procedures.
- (v) Description of overall public education program to be provided by Applicant to customers;
- (vi) Strategies to ensure proper setout of materials for collection;
- (vii) Description of Applicant’s personnel that have expertise in public education who will be available to provide technical support for public education efforts;
- (viii) Sample public education materials that have been developed by the Applicant for use in other municipalities for similar programs or service transition.

9.11 TAB F – Completed Forms 1 – 5

9.11.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). See Form 1.

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers. A copy of the form is attached and a complete text of the law is available at the Texas Ethics Commission website at

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them. Any information provided by the City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney. The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

Mayor: Mark Bohm
Commissioner: Allen Brushwood
Commissioner: Trent Breckenridge
City Secretary: Kathryn Rosenbluth

9.12 SEPARATE SEALED ENVELOPE – Rates and Fees

9.12.1 Applicant shall complete the Proposal Cost Forms and submit in separate sealed envelope marked 'RATES AND FEES'. Forms not completed and signed may result in disqualification. If there is any doubt to the meaning of the forms, Respondent may submit an inquiry in accordance with the requirements set forth in this RFP.

10. Proposal Evaluation Process:

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 200-point scale and those Applicants selected for a short list may be invited to attend an interview, at the Applicant's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Applicant, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Applicant.

Residential and Commercial bids will be evaluated separately from each bidder if bidder submits proposal for both services. City reserves the right to reject one or both proposals.

The City's process is as follows:

10.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals as follows:

10.1.1 Qualifications and Experience – 30 points

10.1.2 Project Methodology – 30 points

10.1.3 Service Yard and Facilities – 30 points

10.1.4 Transition Plan – 10 points

10.1.5 Customer Service and Public Education – 20 points

10.1.6 Rates and Fees – 80 points

Rates and Fees are to be submitted in a separate sealed envelope marked 'RATES AND FEES'.

10.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

10.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

10.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

10.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the

appropriateness of an award to the best evaluated Applicant. This information may be appended to the proposal evaluation process results.

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the Applicant's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, the City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter contract negotiations.

COSTS TO SUBMIT: The City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

SAFETY: The successful Applicant shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. The provisions in the Manual of Accident Prevention and Construction of the Associated General Contractor of America Shall not constitute the standard of care applicable on the project. It is the intent of any agreement resulting from this RFP that the safety precautions at the site are a part of the construction technique and processes for which successful Applicant shall be solely responsible. Successful Applicant is solely responsible for handling and use of hazardous materials or waste,

and informing employees of any such hazardous materials or waste. The successful Applicant shall be responsible for instructing its employees regarding safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Successful Applicants shall provide copies of all Hazardous Materials and waste data sheets to the City Secretary, for forwarding to the Hays County Fire Marshall.

SUCCESSFUL APPLICANT'S UNDERSTANDING AND DUTY: The successful Applicant, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the charter and ordinances of the City, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Successful Applicant shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Successful Applicant will be responsible for conducting criminal background checks and verifying employment eligibility on all custodial employees that will have access to City property in accordance with the state and federal laws.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

(2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.

(3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

(4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

(5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City Secretary. Any changes to specifications will be made in writing and posted on the City's website at: <http://www.vilbc.org>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the receiving address shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

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

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter any business arrangement with any employee, official or agent of City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers.

By doing business or seeking to do business with the City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: The City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB Village of Bear Creek location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: Village of Bear Creek Texas, and shall reference the City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City may have in law or equity. Respondent, in submitting this proposal, agrees that City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Village of Bear Creek, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of The City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City.

CONTINGENCIES: Before submitting their bid, Applicants should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Applicants should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful Applicant must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

Applicant Qualifications

To demonstrate qualifications to perform the services required in this RFP and the subsequent contract, if awarded, each Applicant **shall include, as a separate attachment to the Proposal Cost Form, the following items:**

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at five (5) or more of the Applicant's current municipal or community customers (References);
3. Applicant's current audited financial statement;
4. Applicant's insurance coverage, showing coverage of at least:

Worker's compensation

Coverage A	Statutory
Coverage B	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 per occurrence Bodily Injury by Disease

Automobile Liability

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

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined-Single Limit	\$5,000,000 general aggregate;

5. List of Applicant's proposed management staff plus resume of the proposed Project leaders;
6. Project organization chart;
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
8. Evidence of Applicant's authority to conduct business in the State of Texas;
9. If Applicant is a corporation, furnish a copy of the corporate resolution authorizing Applicant to enter into this transaction;
10. Description of public relations and customer education;
11. Description of quality control methods, complaint management, and resolution procedures;
12. Terms for residential solid waste collection operation, including hours and days of the week;

13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of any limitations on items to be collected and requirements for preparing unusual items for pick-up;
15. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
16. Discussion of any complimentary services available for City sponsored events;
17. Discussion of methods for handling barriers to collection, including blocked streets;
18. Description of the capital equipment available to provide the proposed services (Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares (pictures of vehicles are strongly encouraged));
19. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
20. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
21. Discussion of disposal and processing sites;
22. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
23. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste or recyclables;
24. Discussion of worker training and incentive; and
25. Provide information on charges to the City for unplanned brush and bulk item collection when contracted by the City in the course of performing emergency disaster response.

Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference by sending the prospective job superintendent and/or manager. A proposed implementation schedule shall be submitted to the City Secretary. Upon review of the documentation identified as required during that conference and when City decides, a notice to proceed will be issued by the City Secretary or his/her designee ("Notice to Proceed").

Notice to Proceed

No interruption of existing service is permissible. Service transition must be coordinated and executed on the starting date set forth in the Notice to Proceed. The City intends to issue the Notice to Proceed within sixty (60) days after the award of the contract, however such period of time is not binding. Failure to issue the Notice to Proceed shall not constitute a breach of the contract. This time period supersedes any other time period discussed or disseminated prior to RFP.

DETAILED INFORMATION

Compliance with Laws

Each Applicant shall examine the RFP and related ordinances thoroughly and familiarize themselves with all Federal, State, and local laws, ordinances and regulations, including but not limited to all rules, regulations, and any restrictive covenants governing the land within the City jurisdiction, which may in any matter affect cost, progress, or performance of the herein described service.

RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official change will be provided in the form of an addendum to all potential Applicants who have requested an RFP. Any addendum is not official unless it is prepared and distributed in writing to the City.

Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the Proposal.

Proposal Submission

1. All Applicants must submit Proposals for waste removal on the basis required for the Proposal Cost Forms.
2. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste and Recyclables Collection and Disposal" and the name, address and telephone number of the Applicant clearly printed on the outside of the envelope. One original should be enclosed in each envelope. The envelope must not be see-through.
3. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns, or unless only one Proposal is received before the Proposal due date.
4. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the City on or before the date specified. Applicants shall be responsible for the actual delivery of Proposals during business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) to the address indicated in this RFP. It shall not be sufficient to show that the

Proposal was mailed in time to be received before the scheduled Proposal submittal due date.

Mailing Address:

Village of Bear Creek
6705 West Highway 290 Suite 607 – 244

Hand Delivery Address:

8600 North Madrone Trail

Austin, TX 78735

Austin, TX 7873

5. After the Proposal submittal due date and time, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its Proposal.

Bid Opening

Sealed bids will be opened at the City Secretary’s office following the aforementioned due date and time. They will be made available for public inspection within 72 business hours upon a written request to the City Secretary.

Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the Proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or correction of a previously submitted Proposal shall be accepted and must be submitted as a complete, new Proposal superseding and replacing the original proposal which will be considered withdrawn. The revised Proposal shall be addressed in the same manner as the Proposal and must be received by the City prior to the scheduled Proposal submittal due date.

Submittal Clarification

The City reserves the right to obtain clarification of any point in a Proposal or to obtain additional information from an Applicant.

Proposal Holding Time

The City may hold Proposals for a period not to exceed one hundred and eighty (180) days from the Proposal submittal due date for the purpose of reviewing Proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from Proposal opening.

Proposal Reservations & Evaluation

The City reserves the right to reject any or all Proposals, to Award the entire contract to one provider for all work, and to waive minor defects in Proposals. The City may consider any alternative Proposal that meets its basic needs.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualification of the Applicant, innovative and environmentally safe technologies, vehicle appearance and weight and a strong history of customer service.

Prompt payment discounts by Applicant to City may be considered in determining Applicant's evaluation. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an award. Standard payment terms will otherwise be NET thirty (30) days after services are billed.

Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a Proposal.

Contract Award

The contract award, if made, shall be made to the Applicant whose Proposal, in the City's sole discretion, furthers the City's best interests. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the Proposal's validity. The contract award, if made, shall be made by the City Council. After the City's contract award, the City will provide the Applicant with contract documents.

Bonds & Insurance

The general conditions of the contract documents will require payment and performance bonds and insurance certificate to be furnished with the executed Contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond, at the time of execution of the contract, shall be in the amount of fifty thousand dollars (\$50,000).

Name Use

No Applicant advertising, sales promotion or other publicity materials may mention information obtained from this Proposal, or imply the name of the Village of Bear Creek, without prior express written permission.

Bribery Clause

By submission of the Proposal, the Applicant certifies that no employees of theirs, of any affiliate or of any subcontractor has bribed or attempted to bribe an officer or employee of the City.

Applicant Certification

By the submission of the Proposal, the Applicant certifies that the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham Proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

PROPOSAL COST FORM

PROPOSAL FORM FOR:

(Print or Type Applicant Name)

The undersigned Applicant offers and agrees, if this Proposal is accepted, to enter into a contract with the Village of Bear Creek (the "City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules or regulations of any government agencies or public authorities relating thereto and the restrictive covenants, if any, of the City.

Applicant declares that no person(s) or entity(s) other than those names herein are interested in this Proposal; that this Proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this Proposal, or in any portion of the profit to be derived there from, or employed in any way by an owner of any interest in Applicant.

This Proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the Proposal which is deemed to be in the City's best interest. The City reserves the right to accept the Proposal in whole or part. The term for the operations agreement is _____ (___) years with _____ (___) _____-year optional extensions.

In submitting this Proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda, if any;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants, if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work; and
6. Made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

PROPOSAL COST FORM

Proposal Form For: _____

Applicant Name

Pick-up Days for _____ OR _____

Household Unit Curbside Container Service	Frequency Of Service	Monthly Collection Rate Fees
Residential Solid Waste in one poly cart of 90-96 gallons per household	once per week	_____
One Additional Residential Solid Waste poly cart of 90-96 gallons per household	once per week	_____
Residential Recycle Materials in one poly cart of 90-96 gallons for Households Using Residential Solid Waste Services	twice per month	_____
Collection of Unusual Accumulations	special request	_____

Rate per Request

(List Rate Schedule on a Separate Page)

For the Services provided to Commercial, Industrial, Institutional, Municipal Facilities, and Multi-Family Residential Units the Service Provider shall charge per month for each Container utilized the following rates:

Container Size Collections Per Week Monthly Rate

Small Business Hand Pick-Up One \$_____

(up to 2 containers)

2 yards One \$_____

2 yards Two \$_____

3 yards One \$_____

3 yards Two \$_____

4 yards One \$_____

4 yards Two \$_____

6 yards One \$_____

6 yards Two \$_____

8 yards One \$_____

8 yards Two \$_____

10 yards One \$_____

10 yards Two \$_____

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge an additional \$_____ per month per Container. The foregoing rates apply to all Commercial, Industrial, Institutional, Municipal Facilities and Multi-Family Residential Units that are located within the City's corporate limits.

Subject to adjustment by the Service Provider in its sole discretion, for the Services provided the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery Fee \$_____

Rental Fee \$_____ per day

Haul Fee – 20 yard \$_____

Haul Fee – 30 yard \$_____

Haul Fee – 40 yard \$_____

Disposal Fee \$_____ per ton

EXTRA ROLL OFF CONTAINERS:

20 Cubic Yard Per Haul \$_____

30 Cubic Yard Per Haul \$_____

40 Cubic Yard Per Haul \$_____

Delivery and Exchange \$_____

Daily Container Rental \$_____

Modification to Proposal Cost Form Rates

- A. The fees in the Proposal Cost Form which may be charged by the Applicant for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the last month of the first year of the contract, and every twelve (12) months thereafter, the fees shall be increased or decreased for the ensuing twelve (12) month period in a percentage amount equal to 100 percent of the percentage change of the CPI-U. All percentage changes are to be computed as the total of the prior twelve (12) published monthly CPI-U percentage changes. The resulting total percentage change is applied to the rates in the Proposal Cost Form in effect for the prior twelve (12) months to derive the rates that will be applied during the following twelve (12) month period of this Contract.

- B. As soon as possible after a calculation of the new Cost Form Rates, Applicant shall send to the City, for review and approval, a comparative statement setting out the monthly CPI-U amounts used to create the total twelve (12) month CPI-U percentage change that will be applied to the prior year's rates and the new Cost Form Rates that will be used for the following twelve (12) months billing.

Attachments

The following documents are attached to and made a condition of this Proposal.

1. Proposal Cost Form
2. Complete and Initialed Copy of RFP
3. Proposal Security in the amount of five-thousand dollars (\$5,000)
4. A list of persons and organizations required to be identified in this Proposal
5. Applicant qualifications
6. Bonds and/or Insurance Certificates

Respectfully submitted,

Printed Name: _____

Title: _____

Corporation/Partnership: _____

If Corporation, State of Incorporation: _____

If Corporation, Secretary Attest: _____ (printed & signature)

License or Registration Number: _____

Tax ID Number: _____

Doing Business As: _____

Business Address: _____

Phone Number: _____

Date: _____

If Joint Venture,

Printed Name: _____

Title: _____

Corporation/Partnership: _____

If Corporation, State of Incorporation: _____

If Corporation, Secretary Attest: _____ (printed & signature)

License or Registration Number: _____

Tax ID Number: _____

Doing Business As: _____

Business Address: _____

Phone Number: _____

Date: _____

Provide names of authorized representative(s) of the Applicant who has/have legal authority to bind the Applicant into contractual obligations:

- (a) _____
- (b) _____
- (c) _____

Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____