

City of Combes, Texas
Request for Proposals (RFP)
Solid Waste Collection and Disposal

The City of Combes, hereinafter, "City", is now accepting sealed proposals for the following project: Solid Waste Collection and Disposal

Proposal Due Date & Time:

Sealed proposals must be received by Monday, March 31, 2025, at 10:00 a.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 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Submission Location:

Submit two (2) originals properly labeled and clearly marked with the RFP number and description by personal delivery or USPS Mail to:

City of Combes Attn:
City Secretary JoAnn Nino,
P.O. Box 280, 21626 Hand Road, Combes, TX 78535

No submissions will be accepted by fax or email.

Point of Contact:

All inquiries regarding this RFP must be made in writing to Aida Gutierrez, City Administrator, at agutierrez@townofcombes.com. 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 Thursday, March 19, 2025 at 4:00 p.m.

Reservations:

The City of Combes reserves the right to reject any and all proposals, to waive irregularities in the submittal and evaluation process, and to accept the proposal deemed what in its judgement is the most advantageous to the City.

Proposal Opening

Sealed proposals will be opened publicly at the City of Combes City Hall, 21626 Hand Road, Combes Texas on March 31, 2025, 10:15 am

1. INTRODUCTION

The City is requesting proposals from interested and qualified contractors (“Applicant”) to provide the City with services for residential and commercial solid waste and recycle materials collection, transport, and disposal of municipal solid waste (including bulk waste) from within the city limits to a disposal and processing site identified by the Applicant (the “Project”). 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 for residential and commercial solid waste collection and disposal services for the City as publicly advertised in the 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 the services outlined in this RFP.

Applicants are invited to submit Proposals in accordance with the requirements of this competitive Request for Proposals. 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.

11 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 the response will be considered included in the basic offer.

12 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

21 General

The City of Combes is a Type “A” Municipality. The city is governed by a Council/Mayor form of government. The City Council is an elected body consisting of the Mayor and five (5) Council Members.

22 **Location**

The city is in Cameron County. Combes is located approximately 10 miles north of Harlingen, Texas

23 **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. The City will expect and demand quality service from the successful Applicant at all times.

3. **SCOPE OF WORK**

31 **General**

The City seeks Proposals for residential and commercial solid waste and bulk/Brush materials collection, transport and disposal of municipal solid waste from within the city limits. The Proposal shall include the cost of collection, transport and disposal of solid waste and all such residues or by- products of such disposal processing and treatment to properly licensed waste disposal sites facilities. The City of Combes currently does not offer recycling Applicants are invited to include these services in their Proposal with clearly-identified separate costs for each.

32 **Applicant Requirements & Responsibilities**

The City is dedicated to providing responsive and customer-focused residential and commercial solid waste services for the citizens of the City of Combes. The City is interested in Proposals 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 service, inclusion, integrity, innovation, and openness. 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.

3.2.1 Specifically, Applicant must demonstrate the ability to meet the following requirements:

- (a) Provide an efficient and economical service of curbside collection of solid waste for all residential and commercial customers within the city limits.
- (b) Provide curbside collection of residential solid waste one (1) time per week to each registered residential and commercial units.

container. Applicant should explain recommended option, volume of container, and frequency of service in Applicant's Proposal.

- (c) Deliver the above services provided that such residential solid waste are placed in appropriate containers as specified in Applicant's Proposal and that 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.
- (d) Combes residential trash service does not currently require standard carts, and the City is interested in moving to a cart-based collection system. Applicant should identify in its Proposal whether it will offer a cart-based system and how migration to this system will be accomplished. If a cart system and migration plan are selected and agreed upon, Applicant will be responsible for delivering new poly carts for solid waste and recycling to each resident. Proposal shall include the cost, if any, of additional poly carts for solid waste.
- (e) Collect and transport solid waste from all residential customers within the City to the Applicant's designated disposal site, which must be a properly licensed waste disposal facility.
- (f) Provide once per month bulk waste disposal option to residents, such as the following or equivalent or better service: free disposal at a landfill or other solid waste collection facility. Each resident will be allowed to provide one pick-up bed and trailer of residential solid waste each month.
- (g) Costs for these services shall be included in the rates and fees form submitted as part of the RFP.

3.2.2 Specifically, Applicant responsibilities include:

- (a) Leaving carts or other approved waste containers on the side of the street in an upright position.
- (b) Ensuring no loose trash is left in the streets or yards of customers (i.e., if trash falls out of bags, approved containers or trucks during collection, the Applicant will pick up the litter). It is understood that if providing their own containers, customers will be required to bag trash.
- (c) 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.
- (d) Inform the City Administrator or her designee of any event (including, but not limited to: equipment failure, manpower shortage, or weather) which may delay the collection of solid waste by more than two (2) hours on any scheduled day.
- (e) Be responsive to customer complaints and concerns.
- (f) Treat customers with respect and with top priority.
- (g) If Applicant misses a pick-up, the Applicant will return to collect the waste within a twenty-four (24) hour period.

- (h) Provide and require professional uniforms and appearance for all personnel that drive the truck and collect the solid waste and recyclables.
- (i) Maintain positive communications with the City and customers.

33 Municipal, Commercial, Industrial, Institutional and Multi-Family Accounts

3.3.1 Municipal Service.

- (a) The Applicant shall provide, at no charge to the City, the collection, transportation, and disposal of solid waste accumulated by the City at the following City owned, operated, or other City designated sites:
the Administration building, Administration annex, police department, Public Safety Building, Department of Public Works, City Community Park, and the City yard. The Applicant will collect solid waste from the municipal sites at least one (1) time per week.
- (b) The Applicant shall provide the City free disposal of up to two thousand (2,000) cubic yards of Waste Materials annually for City beautification projects and to assist with the disposal of waste materials from condemned properties.
- (c) The Applicant shall provide, at no charge to the City, heavy (bulk) waste collection (defined as refuse that cannot be placed into an approved container used for residential solid waste or weight exceeds 50 pounds) one (1) time per month from a roll-off container at a City designated site.
- (d) Twice annually, at times designated by the City, the Applicant will furnish transportation and disposal of thirty (30) cubic yard containers to assist the City in cleanup operations, at no cost to the City. In addition, the Applicant will provide special assistance to handicapped or elderly citizens. The City shall provide the applicant notice of the addresses of those citizens.

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

- (a) The Applicant will collect solid waste from commercial, industrial, institutional and multi-family sites at least one (1) time per week.
- (b) The Applicant shall only be responsible for collecting, hauling and disposing of solid waste: either approved cans for small customers or containers provided by the Applicant in the case of either approved cart service or dumpsters regardless of size. 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. The Applicant shall be compensated for these additional services as provided for in the rates and fees form submitted as part of the RFP.
- (c) The Applicant shall pay the City a franchise fee of 10% of all commercial, industrial,

institutional, and multi-family account charges not including recycling.

34 Storm Debris Management

In the event of a major storm (flood, hurricane, tornado or other similar disaster), City may request the Applicant assist customers within the City with the collection and disposal of debris, allowing customers to rid their property of fallen trees, etc. without customers having to schedule a special estimate by Applicant. Applicant will provide this service to City customers at a per hour rate plus disposal as provided for in the RFP submitted.

35 Collection Operation

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

3.5.2 Hours of Disposal: Applicant shall dispose of waste within the operating hours of the disposal site.

3.5.3 Routes of Collection: Collection routes shall be proposed by Applicant for approval by the City. The City shall be provided route collection maps and container locations.

3.5.4 Holidays: The City and the successful Applicant shall agree upon a holiday schedule to be included in the Contract and clearly communicated to customers. Applicant shall be responsible for providing make-up collection service for all routes with collection dates that occur on approved holidays. Unless otherwise agreed by the City, Holiday make-up collections shall be made the day following the holiday.

3.5.5 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:

- (a) 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;
- (b) Operations Administrator qualified to oversee the operations;
- (c) 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;
- (d) Personnel operating collection vehicles shall have a valid commercial driver's license appropriate to the vehicle being operated; and
- (e) All personnel must be properly trained in providing courteous and helpful service to customers. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward customers be barred from working in the City under this service contract.

4.

4.1.1 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 waste 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.

42 Customer Service

4.2.1 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.

- (a) The successful Applicant shall maintain, at its own expense, a dedicated, toll-free telephone line to receive City customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday. At all other times Applicant shall have an answering service or message recorder which will enable citizens to advise the Applicant of service needs.
- (b) The successful Applicant shall, at its own expense, maintain a dedicated email address to receive complaints or comments from City customers.
- (c) Applicant shall maintain a written log of all customer complaints that can be provided to the City upon request, which shall include the following information: the name and address of the complainant, the basis of the complaint, and the steps taken to resolve the issue.

4.2.2 Customer Issues

- (a) City shall manage new residential service requests.
- (b) The successful Applicant shall manage new commercial service requests.
- (c) Current Customer Service Requests:
 - (i) The successful Applicant shall manage current customer service requests, including changes in collection service.
 - (ii) The successful Applicant shall notify City staff in writing within one (1) business day of current customer requests requiring changes in billing by City staff. For all other customer service requests, successful Applicant shall provide monthly reports to City staff.

(d) Customer Complaints:

- (i) The successful Applicant shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
- (ii) 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.
- (iii) 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.
- (iv) 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 Administrator in writing within five (5) business days of the date of the decision of the City staff. The City Administrator's decision shall be final.

4.2.3 Missed Service Penalties: The successful Applicant shall adhere to penalty provisions for the duration of the agreement and all subsequent renewals. The exact penalty schedule will be subject to negotiation between City and Applicant prior to contract execution, but a draft schedule is as follows.

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 or recycling are not collected	\$100 per incident
Days incomplete. Days are not completed if more than four blocks are not collected on the scheduled day	\$500 when not completed on the scheduled day \$1000 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

43 Billing

City shall bill and collect for services, in accordance with the monthly fee schedule established by the City for all residential and commercial units within the contracted service area. The Applicant shall perform the billing and collection for roll-off services provided by the Applicant and for any additional services not included in regular billed services, such as additional bulk, brush or white goods pick up as may be requested from time to time and agreed upon by customers and the Applicant.

City in no way assumes the obligation of pursuing the delinquent account of any customer and shall have no obligation to file legal action against any customer for non-payment. Contractor shall have the right to interrupt solid waste collection service for delinquent accounts, provided such interruption shall not create a health hazard. All collection actions must be performed in a manner which does not violate any local, state or federal law concerning acceptable collection practices.

City shall collect applicable sales tax and file appropriate required forms for all residential and commercial solid waste collection service. Applicant shall collect applicable sales tax and file appropriate required forms for all roll-off service.

44 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 paid hereunder.

5. CONTRACT TERMS AND CONDITIONS

5.1 Term of Contract

5.1.1 The term of service shall be five (5) years beginning on a date agreed to by the City and Applicant, with renewal terms permitted. In anticipation of each subsequent contract year the successful Applicant may request a rate increase of up to 5% or the cost of inflation as measured by the Consumer Price Index, whichever is lower. If a rate increase is requested and not approved, it is anticipated that the Parties will negotiate a limited extension to accommodate winding down the Agreement and preparing for an alternate service plan.

5.1.2 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 six (6) months 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 six (6) 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 Applicant not less 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.

52 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.

53 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.

6. INSTRUCTIONS TO APPLICANTS

6.1 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 City’s 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 City of Combes.

62 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: March 17 and March 24, 2025 Deadline for Submitting Questions: Thursday, March 19, 2025 by 4:00 pm Proposal Submission Deadline: March 31, 2025 by 10:15 am

63 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.

64 Cover Letter

6.4.1 Each proposal shall contain a statement that the proposal is a firm offer for a minimum of one hundred and eighty (180) calendar days from the opening date.

6.4.2 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.

65 TAB A – Qualifications and Experience

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

6.5.2 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.

6.5.3 Applicants must submit the following information regarding each community:

- (a) Agency Contact information including contact name, telephone and email;
- (b) Description of services;
- (c) Estimated number of Customers serviced;
- (d) Quantity of material collected and disposed;
- (e) Quantity of material collected and recycled; and
- (f) Dates of service.

6.5.4 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:

- (a) Assignment of the agreement to another vendor;
- (b) Termination of the agreement;
- (c) Mutual agreement with the Customer to discontinue service; and/or
- (d) Other reason.

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

6.5.6 Organizational chart for key personnel;

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

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

6.5.9 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.

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

66 TAB B – Project Methodology

6.6.1 Applicant must provide a detailed plan of the overall approach to providing solid waste, and yard trimming waste (if applicable) service and 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 Applicant if the need arises.

6.6.2 Description of Collection Vehicles: Applicant shall describe collection vehicles proposed for solid waste, recycling, bulk waste, and yard trimming waste 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)).

6.6.3 Description of Carts/Receptacles: If provided by Applicant, Applicant shall describe carts or other receptacles that will be used to collect solid waste and/or recyclables.

6.6.4 Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times.

6.6.5 Descriptions of how leakage or debris from vehicles will be minimized and/or handled.

6.6.6 Discussion of how the Applicant will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste or recyclables.

67 TAB C – Service Yard and Facilities

6.7.1 Applicant must identify the location of the service yard they propose to use. The service yard is not required to be located in the City.

6.7.2 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:

- (a) Name of facility;
- (b) Owner(s) of facility;
- (c) Operator of facility;
- (d) Location of facility;
- (e) Level of equipment maintained at the facility;
- (f) Proof that such facility is able and willing to accept material collected from the City;
- (g) Total remaining capacity of facility for the term of the agreement;
- (h) Annual tonnage disposed/processed at facility; and
- (i) Required local, state or national permits for the facility.

6.7.3 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.

68 TAB D – Transition Plan

6.8.1 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:

- (a) Individual or group of individuals that will oversee the transition;
- (b) 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;
- (c) Overall schedule for the transition including the timeline in which the proposed schedule will be implemented;
- (d) Proposed strategies for customer service and public education regarding the potential transition of service providers.

69 TAB E – Customer Service and Public Education

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

- (a) Location of customer service office;
- (b) Hours of operation;
- (c) Description of customer complaint resolution procedures; and
- (d) Description of how the Applicant plans to meet or exceed the customer complaint resolution procedures.
- (e) Description of overall public education program to be provided by Applicant to customers;
- (f) Strategies to ensure proper setout of materials for collection;
- (g) Description of Applicant’s personnel that have expertise in public education who will be available to provide technical support for public education efforts;
- (h) Sample public education materials that have been developed by the Applicant for use in other municipalities for similar programs or service transition.

610 TAB F – Rates and Fees

6.10.1 Using the rates and fees form, the proposals shall provide a breakdown of all rates, fees and potential costs . This is including, but not limited to, additional pick up days per week.

6.10.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

611 TAB G – Conflict of Interest

6.11.1 The Texas legislature 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 of Combes, including affiliations and business and financial relationships such persons may have with City of Combes City officers. The form can be found at the Texas Ethics Commission website at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

6.11.2 By doing business or seeking to do business with the City of Combes 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.

6.11.3 Any information provided by the City of Combes 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.

6.11.4 The following are the current City Council, who are anticipated to either recommend or approve award of the proposal.

City Council:

Silvestre Garcia- Mayor
Mary David, Mayor Pro Tem
Olga H Montes, Commissioner
Carlos Cordova, Commissioner
Ann Forbes, Commissioner
Jose J Herrera, Commissioner

7. PROPOSED EVALUATION PROCESS

7.1 Evaluation

7.1.1 All proposals will be screened by City Council. The evaluation shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 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.

7.2 Evaluation Process

- 7.2.1 Evaluate all proposals based on the following criteria:
- (a) Qualifications and Experience – 25 points
 - (b) Project Methodology – 15 points
 - (c) Transition Plan – 10 points
 - (d) Customer Service and Public Education – 20 points
 - (e) Rates and Fees – 30 points

7.3 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). The City has, at its sole discretion, the ability to negotiate with the Applicant determined to be the highest ranked after completion of the evaluations. It is the City's intent to enter into a contract with the Applicant that offers the "best value" for the desired project.

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

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

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

77 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.

78 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 to Applicant the contract documents.

8. TERMS AND CONDITIONS

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

82 **DOCUMENTATION**: Applicants shall provide with the Proposal all documentation required by this RFP. Failure to provide this information may result in rejection of the Proposal.

83 **TAX EXEMPTION**: The City is not liable to Applicant 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 Applicant.

84 **COSTS TO SUBMIT**: The City of Combes will not be liable for any costs incurred by any Applicant 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.

85 **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 other laws, as they apply to its employees. The successful Applicant is solely responsible for handling 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.

86 **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 of Combes, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. The successful Applicant shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

The 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.

87 **INSURANCE REQUIREMENTS**: Contractor shall maintain, at its sole cost, at all times while performing services hereunder, insurance and bond coverage of such amounts and with companies as are satisfactory to the City with full policy limits applying. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the agreement shall be delivered to the City within fifteen (15) days that notice to proceed has been accepted by the successful Applicant. Anticipated coverage amounts are shown below.

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

(2) Employer Liability Insurance: protecting Applicant 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 \$3,000,000.00 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.

88 **ADDENDA**: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda at any time before the RFP deadline. Sole issuing authority of addenda shall be vested in the City of Combes. Any changes to specifications will be made in writing and posted on the City's website at: www.cityofcombes.com Applicants shall acknowledge receipt of all addenda.

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

8.10 **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.

8.11 **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 results 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.

8.12 **CONFLICTING PROVISIONS**: The contract consists only of the City prepared contract and any additional City or Applicant 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 Applicant's additional contract document.

8.13 **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.

8.14 **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).

8.15 **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).

8.16 **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).

8.17 **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 Hill County, Texas.

8.18 **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.

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

Applicants must make every effort to comply with 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 of Combes, including affiliations and business and financial relationships such persons may have with City of Combes officers.

By doing business or seeking to do business with the City of Combes, 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.

820 **WARRANTY**: The successful Applicant 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.

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

822 **TERMINATION OF CONTRACT**: The City of Combes reserves the right to terminate the contract immediately in the event the successful Applicant:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract; or
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 of Combes may have in law or equity. Applicant, in submitting this proposal, agrees that City of Combes shall not be liable to prosecution for damages in the event that the City declares the Applicant in default.

823 **TERMINATION FOR CONVENIENCE**: The contract may be terminated, without penalty, by either party by providing ninety (90) days' written notice to the other party.

824 **NOTICE**: Any notice provided by this RFP or required by law to be given to the successful Applicant by City of Combes 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 Combes, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Applicant at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

826 **CONTINGENCIES**: Before submitting their proposal, 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.

827 **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/>.

828 **NAME USE:** No Applicant advertising, sales promotion or other publicity materials may mention information obtained from this Proposal, or imply the name of the City of Combes, without prior express written permission.

9. POST-AWARD CONFERENCE

9.1 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 Administrator. A proposed implementation schedule shall be submitted to the City Administrator or his/her designee in a form satisfactory to the City Administrator or designee. 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 Administrator or his/her designee ("Notice to Proceed").

10. NOTICE TO PROCEED

10.1 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. 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.

11. APPLICANT CERTIFICATION

11.1 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.

12. COMBES STATISTICS/ CURRENT CONTRACT

- Residential Curb: 1 0 0 5
- Commercial: 2 2

Service Includes:

- Commercial and Industrial
- Residential
- 5% Franchise Fee
- City handles Residential and Commercial Billing
- Contractor invoices Industrial and roll-off customers directly

13. ATTACHMENTS

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

1. Complete and Initialed Copy of RFP
2. Bonds and/or Insurance Certificates
3. Conflict of Interest Questionnaire (CIQ)
4. Rates and Fees Form

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) _____	_____	_____

RATES AND FEES FORM
Solid Waste Collection Services

The Proposal amount is for a base proposal. It is the intent of the Proposal to determine the lowest possible cost without regard to potential franchise fees and/or administrative billing fees. All franchise fees and/or administrative billing fees will be determined by the City and added to the base proposal provided by the Applicant. One rate will then be established for the Customer which includes the base proposal, franchise fee (if applicable) and/or administrative billing fee. The undersigned having carefully read and considered the terms and conditions of the contract documents for solid waste collection and disposal for the City of Combes, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract documents at the rates hereinafter set forth:

Residential Solid Waste

(90 - 95 gallon poly cart for solid waste materials) \$ _____

Brush & Bulky Waste

\$ _____

Commercial, Industrial, Institutional, and Multi-Family

For the solid waste services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilizing the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
1 yard	One	\$ _____
2 yards	One	\$ _____
2 yards	Two	\$ _____
3 yards	One	\$ _____
3 yards	Two	\$ _____
4 yards	One	\$ _____
4 yards	Two	\$ _____
6 yards	One	\$ _____
8 yards	One	\$ _____
10 yards	One	\$ _____
10 yards	Two	\$ _____

For any collection that the Applicant is required to make in excess of the above weekly figures, the Applicant shall charge an additional \$ _____ per month per solid waste container. The foregoing rates apply to all Commercial, Industrial, Institutional, and Multi-Family sites that are located within the city limits of Combes, Texas.

Subject to adjustment by the Applicant in its sole discretion, for the services provided the Applicant shall charge for each roll-off utilized for Commercial, Industrial, Institutional, and Multi-Family sites 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	\$ _____

STORM DEBRIS COLLECTION per section 3.4

Per hour: \$ _____ Disposal: _____

Additional Rates/ Fees not covered above:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Include fee schedule for additional services required for successful implementation not already specifically identified in the RFP or optional services that may be of benefit to the City.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE