



Request for Proposals for Refuse Services

RFP 07-2021

Maud City Hall
Mailing address:
P.O. Box 100
Maud TX 75567

Street address:
135 Main Street
Maud TX 75567

**CITY OF MAUD, TEXAS
REQUEST FOR PROPOSALS "RFP 07-2021"
FOR REFUSE SERVICES**

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City of Maud, Texas ("City") for residential and commercial refuse collection and disposal services and sludge service.

Mail or deliver Proposals to the attention of:

**City of Maud
c/o Vicki May, City Secretary
PO Box 100
Maud, Texas 75567**

Request for Proposal-Refuse Services

Open Date: July 12, 2021

Close Date and Time: July 30, 2021 at 4:00 p.m. (CDT)

Sealed proposals will be opened on Thursday August 5, 2021 @ 10:00 a.m. in Council Chambers located at 135 Main Street Maud Texas.

Qualified prospective Contractors ("Contractor") may obtain copies of the RFP online at www.cityofmaudtexas.com.

Contractors do not need to notify the City if they do not intend to submit a proposal on this project.

All questions concerning this Request for Proposal should be submitted to City Secretary, Vicki May @ vmay@maudtexas.org.

No officer or employee of the City will have a financial interest, direct or indirect, in any contract with the City.

SECTION 1 – GENERAL REQUIREMENTS

1.1 GENERAL

Contractors are to provide Refuse services in accordance with the terms, conditions and requirements generally set forth in this Request for Proposals (RFP). The proposal shall include all personnel, labor materials, and equipment to provide the defined service.

The City is looking for a qualified contractor with experience and proven past performance providing solid waste services for municipalities.

This RFP provides responding Contractors with the information necessary to prepare and submit the Proposal for review by the City.

1.2 TERM OF CONTRACT

Subject to the annual appropriation of revenues by the City for the payment of the Contractor in accordance with the terms agreed upon by both parties, the Contract shall be for a reasonable period of time (3-5 years) beginning October 1, 2021 (the "Initial Term"). The Contract may automatically be extended for successive, additional periods of time equal to the Initial Term, at the City's sole option. Contractor may also terminate service by notifying the City, in writing, with not less than one hundred and eighty (180) days' notice. Any such written notice shall be served by certified or registered mail, return receipt requested.

1.3 REMUNERATION

- a) The Contractor shall quote a rate for refuse service per residential unit per month. The rate shall include pricing options for one provided trash container (poly cart) and for additional poly carts. It should also include set up charges or any other charges associated with providing service.

- One regular pickup per week – inside city rate and Extra Territorial Jurisdiction (ETJ) rate
 - Bulk item(s) curbside pickup (scheduled) per pickup – inside city rate and ETJ rate
- b) The Contractor shall quote a rate for refuse service per commercial account per month. The rate shall include pricing options for one provided trash container (polycart), for additional polycarts and for Front End Loaded (FEL) containers. It should also include set up charges or any other charges associated with providing service.
 - One regular pickup per week for polycarts – inside city rate and ETJ rate
 - Once and twice a week options for FEL containers – inside city rate and ETJ rate
 - Bulk item(s) curbside pickup per pickup (for commercial polycart customers) – inside city rate and ETJ rate
- c) The Contractor shall quote rates for Roll Off dumpsters to be used as needed by residential and commercial customers. Rates should include:
 - Delivery
 - Rental per day/month
 - Haul per pull
 - Disposal per ton
 - Any other charges associated with providing service.
- d) The Contractor shall quote a rate for sludge services for hauling and disposal of sludge from the City's wastewater treatment plant.
- e) The Contractor shall quote rates related to storm debris management in the event of a major storm.
- f) The City Shall submit statements to and collect from all residential and commercial units.

1.4 INQUIRIES AND INTERPRETATIONS

Responses to written inquiries which directly affect an interpretation or change to this RFP will be issued in writing by the City as an addendum and posted to www.cityofmaudtexas.com. All such addenda issued by the City prior to the time that proposals are received will be considered part of the RFP, and the responding Contractor will be required to consider and acknowledge receipt of each addendum in its proposal.

1.5 SUBMISSION OF PROPOSALS

Five (5) copies of the Proposal must be delivered to Maud City Hall P.O. Box 100 or 135 Main St., Maud, Texas 75567. The package or envelope containing the Proposal must be sealed and plainly marked as follows:

**City of Maud
c/o Vicki May, City Secretary
P.O. Box 100 or
135 Main St.
Maud, Texas 75567
RFP 07-2021.**

Proposals should be received at the above address on or before 4:00 p.m. (CDT) on or before July 30, 2021.

PROPOSALS RECEIVED AFTER 4:00 P.M. WILL BE DISQUALIFIED FROM CONSIDERATION.

It is the responsibility of the Contractor to clearly mark and identify all portions of the proposal which, in the proposer's opinion, contain trade secrets, confidential information, and other proprietary information. The City intends that trade secrets and confidential information contained in the proposals and clearly identified as such will not be open for public inspection at any time, even after the contract has been awarded and executed, and whether or not the Contractor wins the contract.

The City will honor a Contractor's notations of trade secrets and confidential information and will decline to release such information initially, but note that the final determination of whether a particular portion of a Contractor's proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of the proposal that that the Contractor has marked as being confidential information, Contractor contact will be notified of such request and

Contractor will be required to justify Contractor's legal position in writing to the Texas Attorney General pursuant to Texas Government Code Section 552.305, as amended. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and/or Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking entire proposal "CONFIDENTIAL"/"PROPRIETARY" is not in conformance with the Texas Public Information Act.

The City of Maud reserves the right to accept any Proposal or to reject any or all Proposals, to waive irregularities and/or informalities in a Proposal, and to negotiate a contract with any Contractor in any manner, consistent with law, deemed in the best interests of the City.

1.6 TAXES

All proposals are required to be submitted without State Sales tax. The City is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful Contractor.

SECTION 2 - BACKGROUND

The City of Maud has a population of 1,056 according to the 2010 Census. Residents and businesses inside City Limits are required to have refuse service with the City's designated Contractor. The City provides water utility service to approximately 689 residences inside the city, approximately 287 residences outside the City Limits in the City's ETJ, and approximately 25 commercial accounts. The water customers in the City's ETJ are allowed - but not required - to obtain refuse service with the City's designated Contractor. The City currently has approximately 873 refuse customer accounts. Of these, about 689 are residential accounts inside the City, 159 residential accounts in the ETJ, and about 25 are commercial accounts billed through the City. The residential numbers can and do fluctuate +/- 5 to 10 each month.

The failure or omission of any Contractor to familiarize itself with the sites and existing conditions and service levels in the City shall in no way remove the contractor from any obligations of its proposal. No additional compensation will be granted due to a lack of knowledge of the sites, service levels, or the conditions under which the work will be accomplished in the City. The City makes no representation as to the reliability of its estimates of service levels and growth.

Contractor's office shall be in operation between the hours of 8:00 am and 5:00 pm, Mondays through Fridays, excluding holidays.

Contractor is responsible for all vehicles, equipment, materials and labor.

SECTION 3 – DURATION

The responding Contractor must agree, in writing, that all information contained in the submitted proposal is valid until a final contract is approved. It should be noted that the contract will be awarded on August 16, 2021, but work will not begin until after the existing contract terminates on September 30, 2021. Promotional and informational work may be done prior to the start date.

SECTION 4 – SCOPE OF SERVICES

The City is soliciting Proposals from Contractors for the right to provide collection and removal of refuse/solid waste within the corporate limits and the ETJ of the City of Maud. Further, the Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for said collection and removal. Contractor may not use subcontractor personnel, labor, equipment, trucks and/or any and all other items necessary to provide for said collection and removal required by the City pursuant to the Contract.

DEFINITIONS

City: City of Maud, Texas

Bulk Waste: Stoves, water tanks, washing machines, furniture, large pieces of construction debris (generated from the residential unit only) and other waste material other than dead animals and hazardous waste with weights or volumes greater than those that fit in poly carts.

Commercial Customer: any church, public or private schools, retail establishments, wholesale establishments, industrial business establishments, office buildings, professional and/or servicing businesses, hotels, motels, inns, rooming and/or boarding houses, hospitals whether public or private, fraternal organizations whether public or private, nursing homes, private club associations and all other charitable and/or tax supported institutions.

Contractor: The person, corporation or partnership performing services under this proposed Contract.

Refuse/Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin, which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Refuse/Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, auto batteries, and combustibles of all kinds. Refuse/Solid waste shall not include ashes stored in ash pits, soil, mortar, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

Residential Customer: any citizen within the city limits of the City of Maud or the City's ETJ dwelling in any single-family residential unit, multi-family residential unit, or mobile home residential unit.

4.1 SERVICE PLAN

Provide a plan with details on service methods and descriptions of services which will be provided for the City of Maud. The service plan should include, but not necessarily be limited to, the following:

- Residential and commercial refuse/solid waste collection operation, including:
 - Hours of pickup and if the current Tuesday pickup day will be possible to maintain;
 - A description of the solid waste carts (poly carts) to be used and how the carts would be distributed to existing and new customers;
 - Non-routine and holiday collection procedures and method for notifying the City so that the City can notify customers;
 - Traffic safety plans for areas around and near schools;
 - How the company communicates with City employees to see if there are any missed collections;
 - How the company communicates with the City in case of equipment breakdown or other event which may delay the picking up of refuse/solid waste; and
 - Methods for handling barriers to collection, including blocked streets.
- Sludge services, including hauling and disposal services for sludge from the City's wastewater treatment plant, provided the sludge is tested, accompanied by requisite documentation of the State of Texas and meets the TCEQ's disposal guidelines.
- Equipment available to provide the proposed services. Note the age and condition of collection trucks and how many will be dedicated for service of Maud customers;
- Residential bulk pickup options, including:
 - Dates/times this service would be available;
 - Cost of the service per each pickup;
 - How to schedule bulk pickup and how much notice is needed in advance; and
 - Limitations or restrictions to collection of items such as furniture, appliances or other bulk items.
- City sponsored events, including what equipment/supplies the Contractor will provide at no charge, the number of events per year Contractor will oblige, and how much advance notice Contractor will require for delivery and setup of said equipment/supplies;

- What the Contractor will provide for storm debris management in the even of a major storm as determined by the Mayor. Please provide a Storm Debris Management Program in the proposal;
- Disposal sites;
- Methods for ensuring customer satisfaction and service quality and related company policies;
- Public relations and customer education;
- Quality control methods, complaint management and resolution procedures; and
- Any other matters which you believe makes you the most qualified to serve as the refuse/solid waste pickup service provider for the City of Maud.

4.2 COMPANY INFORMATION

Provide a brief description and history of your company, including current size, and how many persons in the company are directly engaged in solid waste collection. Discuss the company's experience in providing the proposed service to other organizations of comparable size. Provide references from five recent contracts under which refuse/solid waste collection services were provided, and include organization's name, address, contact person, and telephone number. As the City requires that the successful respondent must have experience providing service in a performance based contract, list all municipal collection contracts held within the past five years which meet this criteria. List the performance standards that you feel should be included in the contract. Include the firm's financial history with current financial statements or a statement on how the City can be made comfortable with the financial issue.

4.3 INSURANCE

Provide evidence of coverage of insurance or ability to obtain coverage in appropriate amounts and types, but at least in the limits specified below.

▪ worker's compensation	Statutory
▪ comprehensive and general public liability	\$1,000,000 per occurrence
▪ comprehensive and general public liability	\$1,000,000 aggregate
▪ property damage	\$1,000,000 per occurrence
▪ property damage	\$1,000,000 aggregate
▪ comprehensive auto liability-bodily injury	\$1,000,000 per occurrence
▪ comprehensive auto liability-property damage	\$ 500,000 per occurrence

4.4 NOTICE

All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Maud, Texas
 PO Box 100
 Maud, TX 7556
 ATTN: City Secretary

If to the Contractor at:

4.5 SCHOLARSHIPS

Contractor agrees to provide to the City two (2) \$500.00 scholarships per year for award to two Maud high school graduates; one male, one female. The award of the scholarships shall be determined by the School District, in its sole discretion. The check will be made to City to be awarded to school.

SECTION 5 – PROPOSAL MANDATORY REQUIREMENTS

5.1 CONTENTS OF PROPOSAL

- a. Provide a signed Cover Letter and/or Letter of Interest including a narrative describing the Contractor's unique qualification to provide services as requested for the City;
- b. Statement about the availability and commitment of the Contractor, including all key personnel (Project manager and Route Supervisor) who will provide services for the City;
- c. Scope of work/services to be performed, including methods for ensuring customer satisfaction and service quality and copies of related company policies;
- d. Company Information, experience and past performance based on solid waste collection and disposal contracts;
- e. Evidence of insurance and security for faithful performance;
- f. Pricing Information for each service (completed Exhibit "A" attached to this RFP);
- g. Draft copy of the contract you intend to use; and
- h. References from cities of similar size and/or in closest proximity to Maud that the Contractor has serviced.

5.2 OTHER PROPOSAL REQUIREMENTS

All proposals must be received by the City on or before the hour and date specified. Each proposal must be properly identified with the subject title and date and time due. Proposals must be in writing, contained in a sealed box or envelope and addressed as follows:

USPS:
City of Maud
c/o Vicki May, City Secretary
P.O. Box 100
Maud TX 75567

Courier service:
City of Maud
c/o Vicki May, City Secretary
135 Main Street
Maud TX 75567

Request for Proposal-Refuse Services
Open Date: July 12, 2021
Close Date and Time: July 30, 2021 at 4:00 p.m. (CDT)

Proposals should include 3 to 5 municipal capacity references along with person to contact and a telephone number for each.

Proposals may be sent by mail, courier or hand delivered. Faxed or emailed documents will not be accepted. Late submissions will not be accepted.

The City assumes no responsibility for proposals not processed due to the failure of the Contractor to identify the envelope as a proposal response.

Persons with a disability may request a reasonable accommodation by contacting the City Secretary, City of Maud, Texas, P.O. Box 100, Maud, TX, 75567. Requests shall be made as early as possible to allow time to arrange the accommodation.

During this proposal process, Contractor shall not contact any City staff except those designated in the text of this RFP or subsequent addendums or correspondence. Any questions or concerns should be

addressed to the City Secretary, Vicki May via mail or e-mail. Please reference the letter or email as "RFP-Refuse Services". Non-compliance with this provision may result in rejection of the proposal.

Any material information given to one Contractor concerning a proposal will be issued in writing by the City as an addendum and posted to www.cityofmaudtexas.com.

All pricing information required of the Contractor, unless otherwise specified, must be completed on Exhibit "A" to this RFP. Persons signing the proposal must be an officer or person authorized to sign the proposal.

The signed proposal shall be considered a firm offer on the part of the Contractor. The City reserves the right to negotiate pricing and services. All proposal responses shall be considered firm and irrevocable for purposes of future negotiations unless specifically waived in writing by the City. The proposer chosen for award should be prepared to have its proposal and any relevant correspondence incorporated into the Agreement, either in part or in its entirety, at the City's election. Any false or misleading statements found in the proposal may be grounds for disqualification.

Proposals cannot be altered or amended after the submittal deadline. No proposal can be withdrawn, without good cause, after the submittal deadline without approval of the Administrative Manager or Mayor.

In the event of extension price error(s) in a proposal, the unit price will prevail and the Contractor's total proposal will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the Contractor's total proposal will be corrected accordingly.

SECTION 6 – PROPOSAL SELECTION

6.1 EVALUATION

The proposal selected by the City Council will be the one which best meets the long-range needs of the City in the most cost-effective method possible and which assures compliance with any federal and state regulations.

Considerations for awarding a contract will include quality of service, endorsements from references, methods for satisfying customers, company values, management style, and commitment to the City; cost; and company experience.

The City may use sources of information not supplied by the Contractor concerning the abilities to perform this work. Such sources may include, but not be limited to: current or past customers of the organization, on-site inspection of the firm's operation, on-site inspection of the landfill and recycling sites, and credit records.

6.2 DISQUALIFICATION OF PROPONENTS

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

- Proposal not submitted before the deadline;
- Proposal not meeting all mandatory requirements;
- evidence of collusion among Contractors;
- lobbying of City Council members, Mayor, or staff;
- lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors;
- lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
or
- use of a questionable disposal site.

6.3 RIGHTS, ACKNOWLEDGEMENTS, AND OTHER

The City reserves the right to cancel this RFP with or without the substitution of another RFP.

The City reserves the right to take any action affecting this RFP, this RFP process, or the services to this RFP that would be in the best interests of the City.

The City reserves the right to negotiate changes in the nature of the proposal, and in prices, after proposals are opened to obtain the best services at the best price.

The City reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the purchase to best serve the interest of the City.

The City reserves the right to require any or all Contractors to supplement, clarify or provide additional information regarding experience, qualifications, abilities, equipment, facilities, financial stability, and other information in order for the City to evaluate the proposals submitted.

The City reserves the right to conduct investigations with respect to the Contractors, including but not limited to, qualifications and experience of each Contractor.

The City reserves the right to inspect any or all Contractor's facilities during normal working hours.

The City reserves the right to reject any or all proposals.

The City shall be the sole interpreter of any part of the RFP, including the General Requirements, Duration, Scope of Service, and Proposal Requirements, and all other requirements contained herein.

By submitting a proposal for the services, all Contractors acknowledge and agree that no enforceable Agreement, obligation to negotiate, or any other obligation arises until the City signs the Agreement(s), that no action shall require the City to sign such agreements at any time, and that each Contractor waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc.; as a result of the City not signing such Agreement.

By submitting a proposal, the Contractor acknowledges participation in this process may result in the City selecting the Contractor to engage in further discussions and that the commencement of such discussions does not signify intent by the City to execute an Agreement or to continue discussions. The City may terminate discussions at any time and for any reason.

By submitting a proposal for the services, Contractors acknowledge and agree that no recommendations or conclusions from the RFP process concerning Contractor(s) shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of Texas.

By submitting a proposal, Contractors agree not to identify or reference the City in any manner without prior written consent of the City in any advertising, sales promotion or other material of the Contractor.

The City accepts no liability for the costs and expenses associated with this RFP process incurred by the Contractors. Each Contractor cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

The City reserves the right to award none or any service option that is in the best interests of the City, with one or more of the Contractors responding.

Once the proposal has been awarded, if an item or process is to be substituted, such substitution shall be made only by furnishing an equal or better quality and/or grade product or process than originally specified at no additional cost to the City. The City shall be the sole interpreter as to the acceptance of any substitution. This substitution must be pre-approved by the City.

The Contractor awarded an Agreement, shall be the prime contractor and shall be solely responsible for contractual performance.

The City may, by written notice to the successful Contractor, cancel the Agreement without liability to the City if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were

offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the City with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such an Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

All work must conform to any applicable federal, state or local laws, ordinances, regulations, codes, and interpretations thereof.

The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE AND USE TAXES, CHAPTER 151, Section 151.309. Contractor, if awarded an Agreement, shall be responsible for and shall pay all sales, excise, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist city in applying for and obtaining such tax credits and exemptions which shall be paid for credited to the City.

**EXHIBIT "A"
PRICING INFORMATION**

	One Refuse Cart	Add'l Cart(s) Each	Collection Days Per Week	Bulk Pickup – per scheduled pickup
Residential- Inside City			1	
Residential- ETJ			1	
Commercial Cart Rates			1	

	1x Week Collection	2x Week Collection	Extra Pickup	Delivery Fee	Lock Bar, 1x Chg	Casters, 1x Chg	Redelivery f/Non Prnt
Commercial 2 yd FEL Container							
Commercial 3 yd FEL Container							
Commercial 4 yd FEL Container							
Commercial 6 yd FEL Container							
Commercial 8 yd FEL Container							

Roll-Off Containers	Delivery Rate	Rental Rate	Per Day or Month	Haul Rate per Pull	Disposal Rate per Ton	Trip Charge
20 yd Open Top						
25 yd Open Top						
30 yd Open Top						
40 yd Open Top						
34 yd Compactor						
35 yd Compactor						
40 yd Compactor						
42 yd Compactor						

Other Rates/Fees	Number of Container(s)	Size of Container(s)	Rental Rate	Haul Rate	Disposal Rate per Ton

City Annual Cleanup Day
Other City Event(s)
Wastewater Plant Container (Refuse)
Wastewater Plant Sludge Container
Fire Department
City Park
City Hall
Library
Police Department
Sam B. Hall Baseball Field
Container(s) Requested by City Other Than Those Provided at No Cost

Other Costs (Specify, use additional pages if necessary): _____

 Authorized Signature

 Date