



# **REQUEST FOR PROPOSALS SOLID WASTE AND RECYCLING SERVICES**

**For the Period May 1, 2024 – April 30, 2029**

Proposal Due Date  
March 21, 2024  
12:00 PM

Town of Ransom Canyon, Texas  
24 Lee Kitchens Drive  
Ransom Canyon, TX 79366

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## **SECTION 1: NOTICE TO RESPONDENTS**

### **LEGAL NOTICE TO RESPONDENT**

The Town of Ransom Canyon will receive sealed responses until **12:00 P.M., MARCH 21, 2024** for Solid Waste and Recycling Services. Sealed responses must be addressed to the City Manager, Town of Ransom Canyon, 24 Lee Kitchens Drive, Ransom Canyon, Texas 76366. No electronic responses will be accepted. Sealed responses must be in the office of the City Secretary on or before **12:00 P.M., MARCH 21, 2024** in an envelope plainly marked “Response to RFP-2024 – Solid Waste and Recycling Services”. Responses will be opened by the City Administrator, at **2:00 P.M., MARCH 21, 2024** at City Hall, 24 Lee Kitchens Drive, Ransom Canyon, TX 79366. The Town of Ransom Canyon shall evaluate the responses based on all factors described herein. The Town of Ransom Canyon reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, and accept the response or portions of the response determined to be of the best value for the Town of Ransom Canyon. Following applicable local, state, and federal procurement regulations, the Contract will be awarded to the Respondent who provides the best value and service to the Town of Ransom Canyon.

**SECTION 2: SCHEDULE OF EVENTS**

- March 7, 2024 ..... Post RFP on the City’s website
- March 7, 2024 ..... First Publication of the Request for Proposal in the  
The Slatonite
- March 14, 2024..... Second Publication of the Request for Proposal in the  
The Slatonite
- March 20, 2024, 12:00 PM, CST .....Deadline for questions, clarifications, or interpretations
- March 20, 2024, 4:30 PM, CST.....Deadline for City to provide responses to questions,  
clarifications, or interpretations.
- March 21, 2024, 12:00 PM, CST .....Proposal deadline
- March 21, 2024, 2:00 PM, CST .....Bid Opening
- April 9, 2024, 6:30 PM, CST..... City Council to award the bid
- May 1, 2024 ..... Commencement of service

## SECTION 3: INSTRUCTIONS TO PROPOSERS

### 3.01 DELIVERY OF PROPOSALS

Qualified prospective vendors may obtain copies of the RFP on the City website: [www.ci.ransom-canyon.tx.us](http://www.ci.ransom-canyon.tx.us) or may email the City Administrator at [equintanilla@townofransomcanyon.org](mailto:equintanilla@townofransomcanyon.org) to request a copy. All requested documentation must be submitted with the proposal. Sealed proposals shall include one (1) hard paper copy of the original proposal and one (1) electronic copy of the proposal in pdf format on a flash drive. Proposals will be received by the Executive Assistant at Ransom Canyon City Hall, until 12:00 PM, CST, March 20, 2024. The outside of the proposal should be marked "Response to RFP 2024 – Solid Waste Services". The city staff will reject late proposals. The city staff are not responsible for lateness or non-delivery of mail, carrier, etc. The proposer is responsible for ensuring that packets are delivered to the City Hall.

USPS Mailing Address:

City Administrator  
Town of Ransom Canyon  
24 Lee Kitchens Drive  
Ransom Canyon, TX 76266

Physical Address for other delivery methods:

City Administrator  
Town of Ransom Canyon  
24 Lee Kitchens Drive  
Ransom Canyon, TX 76266

### 3.02 LATE DELIVERY

The City is not responsible for lateness or non-delivery of mail, carrier, etc. The Proposer is responsible for ensuring that packets are delivered to the Finance Department.

### 3.03 WITHDRAWAL OF PROPOSALS

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

### 3.04 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS

Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City Administrator, Elena Quintanilla, via email at [equintanilla@townofransomcanyon.org](mailto:equintanilla@townofransomcanyon.org), before 12:00 PM, on March 20, 2024. No further inquiries will be accepted after that time.

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

### 3.05 ADDENDUMS TO THE RFP

Any explanations, clarifications, interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Ransom Canyon Administration Department. Addendums to the RFP will be published on the City website: [www.ci.ransom-canyon.tx.us](http://www.ci.ransom-canyon.tx.us). It is the responsibility of the Proposer to check for addenda.

### **3.06 INFORMATION CONTAINED IN THE RFP**

The information outlined in this RFP and all appendices attached hereto has been presented solely to assist interested Proposers in making their own evaluation of the resources required to provide the Town of Ransom Canyon, Texas services and is not intended to be all inclusive or to contain all of the information that a prospective Proposer may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy or completeness of such information.

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

### **3.07 DISQUALIFICATION OF PROPOSERS**

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

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

### **3.08 EVALUATION CRITERIA**

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The City may request additional information from the Proposers at any time before the final approval of a selected Proposer. All Proposer(s) are encouraged to present to the City Council prior to awarding the contract. Final approval of a selected Proposer is subject to the action of the City Council. The criteria to be evaluated include the following items listed below. An additional explanation regarding each criterion is provided in Section 4.

**Table 3.1: Proposal Evaluation Criteria**

Factor	Maximum Points
Experience & ability to perform <ul style="list-style-type: none"> <li>• Experience &amp; performance history</li> <li>• Customer service &amp; consistency of services</li> <li>• Method of approach</li> <li>• Key personnel</li> <li>• Exceptions to the RFP</li> <li>• References</li> </ul>	45
Pricing & additional consideration to the City <ul style="list-style-type: none"> <li>• Residential pricing</li> <li>• Commercial pricing</li> </ul>	30
Financial stability	15
Quality of submitted proposal	10
Total points	100

### **3.09 METHOD OF AWARD AND CITY RIGHTS**

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

### **3.10 RELEASE OF INFORMATION AND PUBLIC INSPECTION**

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

### **3.11 ETHICS**

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

### **3.12 COMPLIANCE WITH LAWS**

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

### **3.13 DISCRIMINATION PROHIBITED**

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



## **SECTION 4: STANDARD TERMS & CONDITIONS**

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

### **4.01 ASSIGNMENT**

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

### **4.02 COMMUNICATION**

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

### **4.03 REQUIRED FORMS**

Proposer shall include the following items in their proposal:

- A. Conflict of Interest Questionnaire (Section 8)
- B. HB 1295 & Form W-9 (Section 9)
- C. Statement of Organization (Section 11)
- D. References (Use Own Format or attachment)
- E. Financial Proposal (Use Own Format)

### **4.04 FELONY CRIMINAL CONVICTIONS**

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

### **4.05 SALES TAX**

The Town of Ransom Canyon is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1623803.

### **4.06 SUBCONTRACTORS**

The successful Proposer shall be the sole source of contact for the contract. The successful Proposer is responsible for all actions and work performed by its subcontractors. All terms, conditions, and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

## **SECTION 5: BACKGROUND AND SCOPE OF SERVICES**

### **5.01 OVERVIEW AND BACKGROUND INFORMATION**

The Town of Ransom Canyon is a growing community with a population of approximately 1200. Ransom Canyon is approximately 10 miles southeast of Lubbock, Texas which is known for Texas Tech University. The Town is adding a new subdivision which is scheduled to build 61 new homes in the future and expects the population to continue to increase.

The City's current contract for solid waste and recycling services expires on April 30, 2024. The current contract provides for residential services, roll-off services, and City facility services. The current contractor is responsible for the disposal of all solid waste collected pursuant to the contract.

The City's current contractor provides 535 residences with 95-gallon poly carts. Residential trash collections are made twice a week on a Tuesday/Friday schedule and is completed no later than twelve hours from the start of service. Our residents are used to services beginning and ending no later than 12:00 p.m. The contractor is required to provide the City one poly cart for City Hall and 20 additional poly carts to issue to residents on an as-needed basis. The current contractor also provides the City four roll-off containers which are 30 CY (two household and two brush) containers and dumping services for the roll-off containers. The roll-off containers are dumped approximately every two weeks or on an as-needed basis.

5.01.01      Special Collections and Services

- A. **Special Events.** The current Provider provides, at no cost to the City, two (2) Roll-Off containers, with two (2) free hauling and disposal of such Roll-Off containers of Municipal Solid Waste for the City Annual Clean-up as a public service to the City. This event is held once each calendar year, provided that the City gives the Service Provider reasonable prior written notice of the date for this special event.

**5.02 SCOPE OF SERVICES**

- A. Current residential and commercial service levels as described in all of section 5.0

5.02.01      Contract Term

The term of service shall be five (5) years beginning May 1, 2024, with up to one (1) renewal term of three (3) years. The successful Proposer may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Proposer does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting the City from exercising the optional renewal term, the City may upon written notice to the successful Proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

5.02.02      Exclusive Services

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

5.02.03      Disposal and Processing Services

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

5.02.04      Collection Days and Schedule

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

A.            Residential Services and City

1. Shall be provided Tuesdays and Fridays, excluding holidays.
2. If a holiday (per Section 5.02.11) falls on a weekday that is a scheduled service day, collections for the holiday and each day thereafter will be delayed one day during that week, and Friday's scheduled collection day will be delayed to Saturday that week.

3. The successful Proposer shall not change collection days or schedules to residential customers without written authorization from the City.

B. Roll-off Container Services

1. Shall be provided Monday through Friday.
2. The City shall determine the collection schedule and days for all City roll-off services.

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

5.02.05      Holidays

The following shall be holidays for purposes of the contract:

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

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

5.02.06      Missed Collections

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

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

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

5.02.07      Disaster Debris

The City and the successful Proposer will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, etc., determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per residential customer of historical residential

services tonnage for the same quarter for the prior three years. Collection and disposal or processing of all other disaster debris shall be provided by the successful Proposer at no additional charge.

5.02.08      *Spills, Leaks, and Litter*

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

5.02.09      *Vehicle Maintenance and Specifications*

Collection vehicles shall be sufficient to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City so that the successful Proposer's staff and driver may communicate during the route collection.

5.02.10      *Carts*

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

- A. Carts must be uniform in color.
- B. Carts must be of high quality and durability.

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

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

5.02.11      *Dumpsters, Roll-offs, and Compactors*

The successful Proposer will be responsible for the purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the successful Proposer. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color and bear the name and telephone number of the successful Proposer.

The successful Proposer is responsible for removing graffiti from its roll-offs. Collection drivers shall notify the successful Proposer at the end of each day of any roll-off containing graffiti. The successful Proposer shall remove any graffiti from its roll-offs within five (5) business days of notification. Each roll-off of the successful Proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A roll-off of the successful Proposer shall be

reconditioned and repainted, if necessary before being supplied to a City facility that had not used it earlier.

5.02.12      Successful Proposer's Office

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

5.02.13      Customer Service and Complaint Resolution

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

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

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

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

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

5.02.14      Education Information

The successful Proposer shall be responsible for the publishing and distribution of public education information, in both hard copy and electronic version for use on the City's website, upon the initial award of the contract. The information should contain a list of materials to be collected, a list of materials that cannot be collected or items that will require a special fee-based pick-up, and how to prepare materials for residential solid waste service. Said information shall be provided to every new customer. The information shall be updated by the successful proposer.

5.02.15      Reporting

The successful Proposer shall provide weekly reports to the City. Reports shall be in a format approved by the City.

Complete and accurate weekly reports must be submitted to the City by 4:30 PM, CST each Friday. Weekly reports must contain the following information:

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

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

- A. **Amount of Solid Waste Collected.** Spreadsheet listing amounts (in tons/pounds) of solid waste collected from the residential households and roll-off containers.

5.02.16      Billing & Customer List

- A. Residential Services
  - a. The City will be responsible for customer billing and collection, in accordance with the selected service alternatives.
- B. Commercial or Roll-off Services
  - a. The successful Proposer will be responsible for customer billing and collection, in accordance with the selected service alternatives.

5.02.17      Performance Bond

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

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

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

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

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

#### 5.02.18 Insurance

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

The successful Proposer shall procure and maintain, during the term of the contract and any extensions thereof, the types of insurance and coverages that comply with the insurance requirements shown in the attached Section 7. The successful Proposer must notify the City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this contract.

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

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

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

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

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

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

#### 5.02.19 Termination of Contract

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



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

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

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

## **SECTION 6: PROPOSAL FORMAT AND CONTENT**

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

- A. Cover Sheet and Mandatory Forms
- B. Proposed Approach
- C. Experience
- D. Financial Stability and Exceptions to RFP
- E. Financial Proposal

### **6.01 COVER LETTER AND REQUIRED FORMS**

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

- 1. Conflict of Interest Questionnaire (Section 7)
- 2. HB 1245 Statement and Form W-9 (Section 8)
- 3. Verification (Section 9)
- 4. Statement of Organization (Section 11)
- 5. List References (Use your Own format)

### **6.02 PROPOSED APPROACH**

#### **6.02.01 Overview of Approach to Collection Services**

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

- A. Residential Services & City Services
  - a. Solid Waste
  - b. Bulky Waste
- B. Roll-Off Containers

6.02.02 Residential Services Collection Route Schedules and Maps

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

6.02.03 Overview of Approach to Disposal and Processing Services

Proposer shall provide an overview of the proposed approach for the disposal of solid waste and bulky waste collected via the program. Proposer shall list the name, location, and distance from the City for the facilities proposed for use in providing the disposal and processing services specified in the contract.

6.02.04 Equipment

Proposer shall describe the following equipment:

- A. **Collection Vehicles.** The descriptions shall include:
  - a. Number of front line and spare collection vehicles to be used to perform each service.
  - b. Any future collection equipment to be acquired and a timeline for the acquisition of new collection equipment.
  - c. Number of personnel needed for each collection crew to conduct each service.
- B. **Carts.** The description shall include, at a minimum, the capacity, and color.
- C. **Dumpsters and Roll-offs.** The descriptions shall include, at a minimum the color, capacities, and logos on the containers. Proposer shall describe maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

6.02.05 Customer Service Policies and Procedures

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

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

6.02.06 Customer Billing Policies and Procedures

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

6.02.07 Disaster Management Plan

Disasters resulting in significant volumes of debris may occur in the City. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters.

Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

#### 6.02.08 Transition Plan

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

- A. Individual or group of individuals that will oversee the execution of the transition plan.
- B. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- C. Detailed schedule for the transition.
- D. Proposed strategies for customer communication regarding the transition of service providers.

### **6.03 EXPERIENCE**

#### 6.03.01 Key Personnel Experience

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

- A. Office location of personnel; and
- B. Amount of time per week personnel will be dedicated to the City contract.

#### 6.03.02 Company Experience

Briefly describe in a narrative format the Proposer's experience that is relevant to this RFP. Provide references for communities for which the Proposer is currently providing similar services. Proposer shall provide a minimum of three (3) references using the forms in Section 12.

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

- A. Assignment of the contract to another vendor;
- B. Change of control of the contract to another vendor;
- C. Termination of the contract;
- D. Mutual agreement with the customer to discontinue service; and/or
- E. Other reasons.

#### 6.03.03 Other Performance History Information

The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and the state of the Proposer headquarters. The Proposer shall also provide a list

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

## **6.04 FINANCIAL STABILITY AND EXCEPTIONS TO RFP**

### **6.04.01**      **Financial Stability**

Proposers shall submit the following information related to financial stability:

- A. Briefly describe in a narrative format the Proposer's financial condition, and results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC-required Management Discussion.
- B. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide the service under the contract. For publicly held companies, it also provides SEC 10K filings for the parent organization.
- C. Disclose whether Proposer or parent company has ever filed for bankruptcy.

### **6.04.02**      **Exceptions to RFP**

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

## **6.05 FINANCIAL PROPOSAL**

Proposer shall complete Section 13 Financial Proposal.

## SECTION 7: INSURANCE REQUIREMENTS

The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

### **A. Workers' Compensation and Employers' Liability:**

- i. State of Texas: \$1,000,000 Each Accident ii. Employer's Liability: \$100,000 Each Accident
- \$500,000 Disease-Policy Limit
- \$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

### **B. Commercial General Liability:**

- i. Bodily Injury & Property Damage
- General Aggregate Limit: \$1,000,000 ii.
- Personal & Advertising Injury Limit \$500,000 iii.
- Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in the Insurance Services Office (ISO) form CG0001.

### **C. Commercial Automobile Liability Limits:**

- i. Bodily Injury & Property Damage
- Combined Single Limit: \$1,000,000 ii.
- Medical Payments: \$ 5,000 Per Person iii.
- Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Administrator. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the Town of Ransom Canyon at 24 Lee Kitchens Drive, Ransom Canyon, TX 79366

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

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Successful Proposer's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Successful Proposer's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of the contract and can result in retraction by the City of the award of the contract to the Successful Proposer or termination of the contract.
- The Successful Proposer shall file proof of insurance meeting the requirements as set forth herein with the City. The Successful Proposer shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Successful Proposer to fully comply with the requirements set forth herein regarding insurance is a breach of the contract and the City may terminate the contract with the Successful Proposer.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Successful Proposer for any damages arising from the Successful Proposer's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

## SECTION 7: CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
<b>2</b>	<div style="display: flex; align-items: flex-start;"> <input style="margin-right: 10px;" type="checkbox"/> <div> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                 </div> </div>	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <p style="text-align: center; margin-top: 5px;">Name of Officer</p>	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>          <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> </div>	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>	
<b>6</b>	<div style="display: flex; align-items: flex-start;"> <input style="margin-right: 10px;" type="checkbox"/> <div> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b> </div> </div>	
<b>7</b>	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-bottom: 1px solid black;"></div> <div style="width: 35%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div>	



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## **SECTION 8: HB 1295 AND FORM W-9**

### **8.01 HB 1295**

The Texas Legislature passed House Bill 1295 which went into effect January 1, 2016. It requires contracts that are approved by municipalities to have a notarized ethics statement submitted to the City. Here is the link to the website with the video explaining how to do this.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Please submit your completed and notarized form with your response packet.

### **8.02 FORM W-9**

Please submit a copy of a W-9 for your company with your response packet.

## SECTION 9: VERIFICATION

I, \_\_\_\_\_ (Person name), the undersigned representative of

\_\_\_\_\_ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above:

6. Shall not boycott Israel at any time while providing products or services to the City. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
7. Shall not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
8. Shall not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
9. A person or business that contracts with or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Representative

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature

## SECTION 10: STATEMENT OF ORGANIZATION

### PROPOSER

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

### SUBCONTRACTORS

List of all firms participating in this submittal.

Name	Address	Area of Responsibility
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(a) \_\_\_\_\_

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

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

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