

CITY OF BROOKSHIRE, TEXAS
Request for Proposals
Solid Waste Collection & Disposal Services

The City of Brookshire, hereinafter "the City", will receive sealed Proposals for the following project:

PROJECT: Solid Waste Collection & Disposal Services for
Brookshire, Texas

PROPOSAL DUE DATE & TIME: **September 29, 2023 at 12:00pm.**

SUBMISSION LOCATION:

Personal Delivery:

City Secretary, City Hall
4029 5th Street,
Brookshire, Texas 77423

U.S. Mail:

City Secretary, City Hall
P.O. Box 160
Brookshire, Texas 77423

No submissions by fax

DEADLINE FOR INQUIRIES: **September 26 at 4:00 p.m.**

TYPE OF WORK:

Residential and Commercial waste collection, transport, and disposal of municipal solid waste, including bulky waste from within the City Limits to a disposal or processing site identified by the Applicant. The Proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. Also include options for direct billing from service provider to resident.

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PURPOSE

The City of Brookshire ("the City") is requesting proposals from interested and qualified contractors ("Applicants") to provide the City with residential and commercial solid waste collection, transport, and disposal or processing ("Project") within the City limits.

This is a Proposal package for residential and non-residential solid waste collection and disposal services for the City as publicly advertised in the **The Waller Times** newspaper. All information required for preparing this Proposal is included in this Proposal package.

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

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

Applicants are requested to provide any or all of the following services for residential and commercial locations within the City:

1. Solid waste and bulky waste collection and disposal

Applicants are expected to provide estimates based on a once-per-week residential and commercial collection.

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

The City of Brookshire is located 34 miles west of downtown Houston along [Interstate 10](#), 7 miles west of [Katy](#). It is part of the Interstate 10 Energy Corridor, part of the west Houston and Katy market, and a member of West I-10 Chamber of Commerce. The population was 5,273 as of the 2020 census, with a total area of 3.5 square miles. With the westward sprawl of Houston and the tremendous growth of our neighboring towns, Katy and Fulshear, our city is set for much more growth. We are encouraging economic growth in a coordinated, enthusiastic and cooperative approach through civic and business leaders.

GENERAL INFORMATION FOR THE PROPOSAL

Applicant Requirements & Responsibilities:

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

Specifically, Applicant requirements include:

1. Provide an efficient and economical weekly service of curbside collection of solid waste for all residential and commercial customers within the City limits;
2. Collect and transport solid waste from all residential and commercial customers within the City of Brookshire to the applicant's designated disposal site, which must be a properly licensed waste disposal facility;
3. Maintain positive communications with the City and the customer.
4. Be responsible for billing the customers and receiving payment directly.

Specifically, Applicant responsibilities include:

1. Leave waste containers (including the lids) on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter);
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each day;
4. Inform the City Manager or his/her designee of any event (including, but not limited to: equipment failure, manpower shortage, icy weather, and flood) which may delay the pick-up of solid waste by more than two (2) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. If an Applicant misses a pick-up, the Applicant will return to collect the waste or recyclables within a twenty-four (24) hour period.
8. Provides and requires professional uniforms and appearance for all personnel that drive the truck and collect the solid waste.

Generation of Materials

Future increases or decreases in population, number of Units, or volume of Solid Waste and other materials in the Contract Area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for Proposal purposes, based on information provided with this RFP or derived from any other public information sources.

Applicant Qualifications

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

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

Workers' compensation

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

Automobile Liability

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

Commercial General Liability

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

5. List of Applicant's proposed management staff plus resume of the proposed Project leaders;
6. Project organization chart;
7. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
8. Evidence of Applicant's authority to conduct business in the State of Texas;
9. If Applicant is a corporation, furnish a copy of the corporate resolution authorizing Applicant to enter into this transaction;
10. Description of public relations and customer education;
11. Description of quality control methods, complaint management, and resolution procedures;
12. Terms for residential and commercial solid waste collection operation, including hours and days of the week;
13. Terms for non-routine and holiday collection procedure and methods of customer notification;
14. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
15. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;

16. Discussion of any complimentary services available for City sponsored events;
17. Discussion of methods for handling barriers to collection, including blocked streets;
18. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares (pictures of vehicles strongly encouraged);
19. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
20. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
21. Discussion of disposal and processing sites;
22. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
23. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste; and
24. Discussion of worker training and incentive; and
25. Provide information on charges to the City for unplanned Brush and Bulk item collection when contracted by the City in the course of performing emergency disaster response.

Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference by sending the prospective job superintendent and/or manager. A proposed implementation schedule shall be submitted to the City Manager or his/her designee in a form satisfactory to the City Manager 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 Manager or his/her designee.

Notice to Proceed

No interruption of existing service is permissible. Service transition must be coordinated and executed on the Starting Date set forth in the Notice to Proceed. The City intends to issue the Notice to Proceed within sixty (60) days after Award of Contract, however such period of time is not binding—failure to so 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 the RFP.

DETAILED INFORMATION

Compliance with Laws

Each Applicant shall examine the RFP and related Ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including but not limited to all rules, regulations, and the restrictive covenants governing the land within the City jurisdiction, which may in any manner affect cost, progress, or performance of the herein described services.

RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes

will be provided in the form of an addendum to all potential Applicants who have requested an RFP. Any addendum is not official unless it is prepared and distributed in writing by the City.

Proposal Preparation

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

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each Proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the Proposal and any written clarification of same requested by the City and delivered to the City Manager will become part of the final Proposal for services.

Proposal Submission

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

Mailing & Hand Delivery Address:

MAILING:

Attn: City Secretary
P.O. Box 160
Brookshire, TX 77423

HAND DELIVERY:

Attn: City Secretary
4029 5th Street
Brookshire, TX 78657

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

Changes or Alterations

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

Submittal Clarification

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

Proposal Holding Time

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

Proposal Reservations & Evaluation

The City reserves the right to reject any or all Proposals, to Award the entire Contract to one provider for all Work or to several providers for separate identifiable parts, and to waive minor defects in Proposals. The City may consider any alternative Proposal that meets its basic needs.

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

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

Prompt payment discounts may be considered in determining cost. A minimum of fifteen (15) days must be allowed and offered for prompt payment discount in order to be considered in making an Award. Standard payment terms will otherwise be NET thirty (30) days after services are rendered.

Liability

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

Contract Award

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

Proposal Security

Each Applicant shall submit a Proposal Security in the amount of five thousand dollars (\$5,000) with each Proposal. The Proposal Security shall be in the form of a cashier's check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Brookshire. In lieu of making a cash deposit, the Applicant may submit a Proposal Security in the amount of five thousand dollars (\$5,000) executed by a corporate surety acceptable to the City and licensed in Texas to execute such sureties. An irrevocable letter of credit on a bank or trust company insured by the FDIC and made payable to the order of the City of Brookshire for the amount of five thousand dollars (\$5,000) is also acceptable. All Proposal Security will be returned immediately after a Contract is awarded, negotiated, and signed. Should an Applicant who is awarded the Contract not complete the subsequent negotiation and/or signing steps of the process, the City shall collect and retain the Applicant's Proposal Security and may award the Contract to the next best Applicant if any.

Bonds & Insurance

The General Conditions of the Contract Documents will require Payment and Performance Bonds and insurance certificates to be furnished with the executed Contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the Contract Document. The Performance Bond at the time of execution of the Contract shall be in the amount of fifty thousand dollars (\$50,000).

Name Use

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

Bribery Clause

By submission of the proposal, the applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

Applicant Certification

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

PROPOSAL COST FORM

PROPOSAL FORM FOR:

(Print or Type Applicant Name)

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

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

This Proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to Award this Contract based upon the Proposal which is deemed to be in the City's best interest. The City reserves the right to accept the Proposal in whole or part. The term for the operations agreement is four (4) years with one (1) one-year optional extensions.

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

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

Applicant agrees as follows:

1. To abide by the charges and alteration stipulations set forth in RFP;
2. that they accept all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their Proposal Security; and
3. That upon acceptance of the Contract, they will execute a Contract and will furnish the required Performance Bond, Payment Bond, and insurance certificates as set forth in the Contract Documents.

In accordance with the above understandings and agreements, Applicants will complete the Work for the Contract Area consisting of residential and commercial customers.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste collection
2. Disposal or processing fees
3. Bulky waste collection

Additional Collection Units and hourly work made part of the Contract after Contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since Contract execution. The City may choose not to utilize any or all of the Additional Work.

Complimentary Services:

In conjunction with the City's Recycling Center Operations, the Contractor shall provide waste services for City homeowners who are not permanent residents, do not require curbside waste collection services on a scheduled basis, but are billed the standard fee for those services. The City and the Contractor agree upon the following services:

The Contractor will furnish to the City, at no charge, the following items:

1. One (1) 2 cubic yard waste compactor with one (1) 42 cubic yard enclosed container. Three (3) complimentary hauls of the container will be provided each month with no charge to the City.
2. One (1) 40 cubic yard roll-off container will be provided at no charge, with three (3) complimentary hauls per month.
3. One (1) 42 cubic yard roll-off container to be used for plastic recyclable bulk waste will be provided at no charge, with one (1) complimentary haul per month.

Bulk Waste Collection and Disposal

Curbside bulk waste will be collected at no extra charge on an on-call basis. Residents will call the eventual provider to provide the address and description of the bulky items. The route will occur on Friday each week. The bulk waste collection will not include tires, hazardous wastes or construction or demolition debris.

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

1. Proposal Security in the amount of five thousand dollars (\$5,000)
2. A list of subcontractors and other persons and organizations required to be identified in this Proposal
3. Applicant qualifications.
4. Bonds and/or Insurance Certificates

The terms used in this Proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

Printed Name:

Title:

Corporation/Partnership:

If Corporation, State of Incorporation:

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

License or Registration 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:

Doing business as:

Business Address:

Phone Number:

Date:

Monthly Rates for Garbage Collection Service:**Current # of
Customers
2795****Residential Service: One pickup per week \$_____****Commercial Service:**

	Collection Rate				Current # of Customers
Dumpster Size	1 time/week	2 times/week	3 times/week	4 times/week	
1 st 2 Cubic Yards					
Each Additional					
1 st 3 Cubic Yards					
Each Additional					
1 st 4 Cubic Yards					
Each Additional					
1 st 6 Cubic Yards					
Each Additional					
1 st 8 Cubic Yards					
Each Additional					

Commercial Hand Pick Up Services (cans only – maximum of 3)

Charge per Unit at:		Collection Rate	Current # of Customers
*Polycart Service (96 gallons) at			
	1 x per week		
each additional	1 x per week		
	2 x per week		
each additional	2 x per week		

*(96 gallon polycart service is provided for 2 x per week service only)