



## **REQUEST FOR PROPOSAL**

**Subject:** Solid Waste and Recycling Collection Services

**Due:** July 28, 2016, 2:00 p.m. CST

City of Burnet  
1001 Buchanan Drive, Suite 4  
Post Office Box 1369  
Burnet, Texas 78611  
[www.cityofburnet.com](http://www.cityofburnet.com)

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## ARTICLE I - INTRODUCTION

### 1.1 Notice to Proposers

The City of Burnet (the "City") is soliciting sealed Requests for Proposal (RFP) for Solid Waste and Recycling Services.

All addenda, notices, additional information, etc. will be posted to the City of Burnet website, <http://www.cityofburnet.com>.

Proposals shall be sealed and submitted to the City of Burnet, Attention: City Manager, 1001 Buchanan Drive, Suite 4, Burnet, Texas 78611 by 2:00 p.m. Central Standard (Daylight Savings) Time, on July 28, 2016. All proposals shall be plainly marked with "Solid Waste and Recycling Collection Services RFP".

Proposer is responsible for delivery of response by the date and time set for the closing of the proposal acceptance. Responses received after the date and time set for the closing will not be considered.

The City of Burnet reserves the right to reject any and all proposals and waive informalities in proposals received.

### 1.2 Background and Current Circumstances

The City has an estimated population of 6,200 and is located at the intersection of U.S. Hwy. 281 and State Hwy 29. The City's Contract for Solid Waste and Recycling Services expires on October 30, 2016 at 11:59 PM. The City seeks proposals from qualified Proposers interested in providing these services, as described in this RFP.

### 1.3 RFP Key Events Schedule

Key Event	Schedule
RFP Release date	June 29, 2016
Pre-Proposal Meeting	July 6, 2016 @ 2:00 p.m.
Deadline for Inquiries on RFP	July <del>13</del> 20, 2016 @ 5:00 p.m.
Proposal Due Date – Opening Date	July 28, 2016 @ 2:00 p.m.
Effective Date of new Contract	November 1, 2016

## ARTICLE II - DEFINITIONS

**Bulky Waste.** Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

**Bulky Waste Services.** Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

**Brush Bundles.** Brush and/or yard trimmings securely tied together forming an easily handled package not

exceeding four feet in length or 35 lbs. in weight.

**Cart.** A receptacle, equipped with wheels and a bar, with a capacity of approximately sixty-five (65) or ninety-five (95) gallons, designed to be mechanically dumped into a loader packer type truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty and approved in advance by the City Manager.

**City.** The City of Burnet, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

**City Council.** The governing body of the City.

**City Event.** An event designated by the City Manager to receive City Services. The City Manager has the sole authority to add or eliminate City Events.

**City Manager.** The City Manager of the City of Burnet or a person authorized to act on behalf of the City Manager.

**City Services.** Solid Waste Services and Recycling Services for City Events and City Facilities.

**City Staff.** Personnel employed by the City of Burnet and authorized by the City Manager to act on behalf of the City in a limited capacity as provided for in this RFP.

**Collect or Collection.** The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

**Corrugated Cardboard.** Any packaging material formed by gluing one or more fluted sheets of paperboard (corrugated medium) to one or more flat sheets (facings) of linerboard.

**Commercial Unit.** An improved property located in the City, other than a Residential Unit.

**Commercial Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Commercial Units.

**Compactor.** A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

**Construction or Demolition Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics."

**Contract.** Any written contractual agreement resulting from this RFP.

**Contractor.** The successful Proposer receiving award of any Contract resulting from this RFP.

**Contractor's Representative.** Contractor's employee designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf as set forth in the Contract.

**Curbside.** The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Residential Unit or Commercial Unit as designated by the City Staff unless such placement interferes

with or endangers movement of vehicles and pedestrians.

**Current Provider.** The City's current provider of Solid Waste Services and Recycling Services.

**Customer(s).** An occupant of a Residential Unit or a Commercial Unit within the city limits of the City that has a City utility account that is billed for Solid Waste Services and/or Recycling Services on a monthly basis.

**Dead Animals.** Animals, or portions thereof, including any and all household animals that have expired from any cause.

**Disposal.** In accordance with 30 Texas Administrative Code § 330.3, defined as "The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater".

**Disposal Site or Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

**Dumpster.** A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately ten (10) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

**Dwelling Unit.** Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

**Excluded Waste.** Hazardous Waste, Special Waste, and Construction or Demolition Waste.

**Garbage.** Any and all Dead Animals of less than ten (10) pounds in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not limited to, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals over ten pounds in weight, Hazardous Waste, Rubbish and Stable Matter.

**Generator.** Any person or entity that produces Solid Waste and/or Recyclable Materials.

**Hazardous Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as "Any Solid Waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended."

**Non-Hazardous Waste.** The Texas Commission on Environmental Quality defines Non-Hazardous Waste as waste that does not meet the EPA's definition of hazardous waste. Waste is considered hazardous if it is found on the EPA's list of hazardous waste or it exhibits one or more hazardous characteristics.

**Processing or Processed.** The Recycling of Program Recyclable Material into Recovered Materials.

**Program Recyclable Materials.** Means the following: Loose, bagged, or tied with string or twine, Kraft paper; loose, bagged, or tied with string or twine corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; Loose, bagged, or tied with string or twine old newspaper including slick paper inserts; Other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; Any #1 through #7 rigid plastic bottle, container, jug, or jar; Beverage containers, steel “tin” food cans, bi-metal containers, aerosol cans, lids composed primarily of whole iron or steel and other Recyclable Material of a similar nature; and/or any glass bottle, container, bottle, jug, or jar.

**Proposer.** A company authorized to do business in the State of Texas submitting a proposal for Solid Waste Services and Recycling Services in response to this RFP.

**Recovered Materials.** Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly Recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered Materials as described above are not Solid Waste.

**Recyclable Materials.** In accordance with 30 Texas Administrative Code § 330.3, defined as “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than Recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material.”

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

**Recycling or Recycle.** In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.”

**Recycling Cart.** A Cart exclusively utilized for Recycling Services.

**Recycling Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is

licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

**Recycling Services.** Collection of Single Stream Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for Processing.

**Refuse.** A non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible Rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible Rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including Construction debris.

**Resident.** A person whom resides at a Residential Unit.

**Residential Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Residential Units.

**Residential Unit(s).** An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Commercial Unit.

**Roll-off.** A watertight receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

**Roll-off Compactor.** A Roll-off with a Compactor.

**Rubbish.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

**Single Stream.** System in which all Program Recyclable Materials are commingled and that do not require the Generator to separate prior to Collection.

**Solid Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a. solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; or
- b. soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object



of the fill is to make the land suitable for the construction of surface improvements; or

- c. waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*).

**Solid Waste Cart.** A Cart utilized exclusively for Solid Waste Services.

**Solid Waste Services.** Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

**Special Collection.** A service provided by the Contractor under a franchise with the City for a fee not specifically provided for in this RFP or the resulting Contract.

**Special Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are:

- a. Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials which could be classified as Hazardous Wastes);
- b. Class 1 industrial Non-Hazardous waste;
- c. untreated medical waste;
- d. municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- e. septic tank pumping;
- f. grease and grit trap wastes;
- g. wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33 or (f);
- h. slaughterhouse wastes;
- i. Dead Animals over ten (10) pounds in weight, except as otherwise provided for herein;
- j. drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;

- k. pesticide (insecticide, herbicide, fungicide, or rodenticide)
- l. discarded materials containing asbestos;
- m. incinerator ash;
- n. soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of the Texas Administrative Code
- o. used oil;
- p. waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility authorized under this chapter;
- q. waste generated outside the boundaries of Texas that contains:
  - 1) any industrial waste; or
  - 2) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
  - 3) any item listed as a Special Waste in this paragraph;
- r. lead acid storage batteries;
- s. used oil filters from internal combustion engines.

**Unit.** Residential and Commercial Units that qualify for services requested in this RFP.

**Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from this RFP and the carrying out of all duties and obligations imposed on the Contractor by any Contract resulting from this RFP.

## ARTICLE III - SERVICES

### 3.1 Scope of Services

The City desires to acquire automated, or semi-automated, Solid Waste and Recycling Services as well as the associated services, from qualified Proposers. The Contractor shall be the exclusive provider of all Residential and Commercial Solid Waste, Residential Single Stream Recycling, and Bulky Waste Collections services inside the corporate City limits of Burnet, ~~excluding.~~ The exclusive franchise shall include permanent Roll-off services for Solid Waste, but shall not include temporary Roll-off services for Solid Waste or Construction or Demolition Waste as prohibited under state law. The City is soliciting proposals for the following Solid Waste Services and Recycling Services:

- a. Residential Services

The Contractor shall provide the following Residential Solid Waste and Recycling Services:

- 1) Residential Curbside Solid Waste Collection, once per week pick up, ~~which shall include the Collection of up to three yards per regular pickup of Solid Waste, Bulky Waste and Brush Bundles for each Customer, each week.~~ No rocks, dirt, bricks, car batteries, oil, oil filters, or Hazardous Waste will be collected in Curbside pickup. ~~Solid Waste, Bulky Waste and/or Brush Bundles in excess of three (3) cubic yards per regular pickup shall be picked up at an additional cost.~~
- 2) Senior Citizen Residential Curbside Solid Waste Collection, once per week pick up for citizens age sixty-five (65) and over.
- 3) Except as otherwise provided for herein, Curbside Solid Waste Collection shall be limited to the contents of the Cart.
- 4) Contractor shall provide for the pickup of up to an additional three (3) cubic yards, per month, of Solid Waste, Bulky Waste and Brush Bundles for each Customer. Each proposal should state if Proposer intends to provide such service as part of their weekly route schedule, or as an additionally scheduled monthly pickup. Solid Waste, Bulky Waste and/or Brush Bundles in excess of three (3) cubic yards per monthly pickup shall be picked-up at an additional cost.
- 3)5) Residential Single Stream Curbside Recycling Collection with every other week pick up.
- 4)6) Senior Citizen Residential Single Stream Curbside Recycling Collection with every other week pick up for Customers age sixty-five (65) and over.
- 5)7) Contractor shall provide house side Collections, at no extra cost to citizens who are handicapped or disabled. Determination for citizens requesting this service shall be made between the City and Contractor.
- 6)8) All Residential Units are required by City ordinance to be billed for Recycling Services.
- 7)9) Contractor shall supply each Residential Customer with one (1) 95-gallon Solid Waste Cart for Residential Curbside Solid Waste Collection and one (1) 95-gallon Recycling Cart for Residential Single Stream Curbside Recycling Collection. Customers who are physically unable to use the standard 95-gallon Solid Waste Cart may request a 65-gallon Cart.
- 8)10) Residents shall be able to obtain one (1) additional Cart for Residential Curbside Solid Waste Collection and one (1) additional Cart for Residential Single Stream Curbside Recycling Collection, at an additional cost.

b. Commercial Services

The Contractor shall provide the following Commercial Solid Waste and Recycling Services:

- 1) Commercial Curbside Solid Waste Collection, one (1) to five (5) times per week pick up. Commercial Customers shall be allowed to obtain additional 95-gallon Solid Waste Carts at an additional cost.
- 2) Optional Commercial Single Stream Curbside Recycling Collection with every other week pick up. Contractor shall provide one (1) 95-gallon Recycling Cart for each Commercial Unit requesting such service. Commercial Customers shall be allowed to obtain additional 95-

gallon Recycling Carts at an additional cost. This service is optional and provided upon the request of the Customer.

- 3) Commercial Solid Waste Collection via Dumpster, closed Roll-off or Compactor Roll-off, Collections between one (1) and five (5) days weekly.
- 4) Contractor shall bill all Roll-off accounts and City shall receive a fifteen (15%) percent franchise fee, for all Roll-offs collected in the City, ~~except for those used to collect Construction or Demolition Waste.~~ permanent Roll-off services. Roll-off services for temporary Solid Waste collection, and Construction and Demolition Waste shall be excluded from this Contract, as provided for in state law, and may be governed under a separate franchise agreement with the City.

c. Municipal Services.

The Contractor shall provide the following Solid Waste and Recycling Services to the City, at no cost to the City, unless otherwise stated:

- 1) All City facilities, shall be served with a 95-gallon Cart or the appropriate sized Commercial Dumpster, as requested by the City, at no cost to the City.

Current Services being provided to the City at no cost (not a guarantee of future service demands):

<u>Service Level</u>	<u>Quantity (Approximate)</u>
95-Gallon Carts	70
Recycling Carts	15
Dumpster Collections	
Two Yard Once per Week	1
Four Yard Once per Week	3
Six Yard Once per Week	4
Three Yard Twice per Week	1
Six Yard Twice per Week	1

- 2) Contractor shall provide, twice per year, unlimited Roll-off containers, and up to five (5) garbage trucks, labor and unlimited hauling for City-wide cleanups, for no additional charge other than the actual landfill charge, which shall be paid by the City. At a location and date designated by the City, Contractor and City shall set-up a manned and supervised citizen drop-off site that accepts Refuse, Construction or Demolition Waste, Bulky Waste, brush and other yard waste. Materials not accepted by the landfill will not be accepted at the cleanup site. This service shall be for verified City residents only. Staffing provided by the Contractor shall only be for the day of the cleanup. Contractor's obligation to the City for hauling and Disposal shall be limited to Refuse Collected the week prior to the event, the weekend of the event, and the week following the event.

(The semi-annual clean-up conducted in the Spring of 2016 utilized twelve (12) roll-off containers and resulted in the disposal of approximately sixty-four (64) tons of Solid Waste at the landfill. Approximately four (4) of the roll-offs were used for brush collection.)

- 3) Dead Animal Collection.  
Contractor shall provide a container of the City's choice for Disposal of Dead Animals, to be disposed of daily at no cost to the City.
- 4) Special Event Solid Waste and Recycling Collections.  
Contractor shall provide up to five (5) ~~forty (40) yard~~ Roll-Off containers, including one (1) haul each per year for City Events. The Contractor shall provide approximately fifty (50) additional Solid Waste Carts to be kept at a location of the City's choice, for use at Special Events. Contractor shall provide Recycling Carts upon request by the City. These Solid Waste Services and Recycling Services are provided at no cost to the City.
- 5) Roll-Offs.  
Contractor shall provide one (1) ~~forty (40) yard~~ Roll-off container to be located at the Public Works Warehouse and up to twenty-four (24) free pulls per year, at no cost to the City.

~~Contractor shall provide additional Roll-off services to the City for municipal purposes, including but not limited to the demolition of structures, community events, or other municipal purposes, as requested by the City for the fee included in the proposal which shall be all inclusive, include taxes, fees and Disposal costs. The City shall not pay any additional fees or charges, including daily rate or delivery charges.~~

d. General Services.

The Contractor shall provide the following services:

- 1) Tire Collection.  
Contractor shall provide (upon request by the City) a container located at the Public Works Warehouse, for disposal of tires.
- 2) Special Collections.  
Contractor shall provide Special Collections for Bulky Waste and other Solid Waste Services that have been identified by the City and the Contractor. Roll-off Compactors shall be considered a Special Collections.

Commercial Solid Waste Collection via a Compactor Roll-off shall be considered a Special Collection.

Notwithstanding anything to the contrary contained herein, the Contractor shall bill for all Special Collections. The Contractor shall pay a fifteen percent (15%) franchise fee to the City based on the Contractor's gross receipts Collected (less taxes) from the Contractor's billings for providing Special Collections. The Contractor shall pay to the City the franchise fees collected on a quarterly basis, in arrears, on or before the twentieth (20<sup>th</sup>) calendar day after the end of each calendar quarter. The City may act as the biller and collector for certain Special Collections, upon mutual agreement of the City and the Contractor.

## ARTICLE IV – PRE-PROPOSAL MEETING AND INQUIRIES

### 4.1 Pre-Proposal Meeting

The City shall conduct a non-mandatory pre-proposal meeting on July 6, 2016 at 2:00 p.m. at the City Council Chambers located at 2402 South Water Street (Hwy 281). The purpose of the pre-proposal meeting will be to discuss the RFP and to answer any questions from Proposers related to this RFP.

### 4.2 Inquiries to RFP

It is the responsibility of each Proposer to examine the entire RFP and seek clarification (inquiries). This RFP may only be modified by written addendum. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP. No verbal agreement or conversation with any office, agent or employee of the City shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

Requests for clarification (inquiries) of this RFP shall be made in writing and addressed to the City of Burnet City Manager, at the address or email address listed below, with email being the preferred method, prior to date and time specified herein. Inquiries should reference the page, section, and paragraph number.

David Vaughn, City Manager  
1001 Buchanan Drive, Suite 4  
Post Office Box 1369  
Burnet, Texas 78611  
Phone: 512-756-6093  
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If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each known Proposer and posted on the City's website. It is the responsibility of each Proposer to check the website for addendums. Any verbal statements regarding same, by any person, previous to the award, shall not be authoritative and will not be binding. Addenda issued prior to date of receipt of Proposals shall become a part of the Contract, and all proposals shall include the Work described in the addendum.

Respondents should not attempt to contact the City Council or other staff directly during the pre-proposal or post proposal period. ***The City reserves the right to disqualify any Proposer who contacts an elected City official, City employee or agent concerning this RFP, other than in accordance with the procedures set forth in this RFP.*** Nothing in this section shall prohibit the City from conducting discussions with Proposers, after the opening of proposals.

### 4.2 Interviews

The City may request that Proposers participate in in-person interviews with the City's proposal review committee.

### 4.3 Commencement of Solid Waste and Recycling Services

Contractor shall commence Solid Waste and Recycling Services at 12:00 a.m. Tuesday, November 1, 2016.

## **ARTICLE V – PROPOSAL SUBMISSION**

### **5.1 Proposals Submission**

Oral proposals, or proposals received by telephone, email or FAX machine shall not be accepted. The proposal shall be submitted in hard copy. The Proposer shall submit one (1) original and four (4) copies of the proposal submission, plus one (1) electronic on CD/DVD or USB.

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

The Proposer may also provide supplemental marketing or technical materials with their proposal. Proposals shall include the required information and shall be labeled by chapter as indicated herein.

### **5.2 Chapter 1 - Letter of Intent and Proposal Acknowledgement**

A Letter of Intent shall be signed in accordance with this RFP and shall include the following:

- a. Letter of Intent shall contain a statement that the proposal is a firm offer for a minimum of one hundred and eighty (180) calendar days from the opening date specified herein.
- b. Letter of Intent shall contain a representation as to accuracy and completeness of proposal. Suggested verbiage is “The information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the City, are true, accurate and complete to the Proposer’s knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole, or in part, mislead the City as to any material facts.”
- c. Letter of Intent shall identify any unique problems (if any) perceived by Proposer and their solutions.
- d. Letter of Intent shall designate the individual(s), along with respective email addresses, who will be responsible for answering technical and contractual questions, with respect to their proposal.
- e. Proposer shall complete Form 1, Proposal Response Acknowledgement.

### **5.3 Chapter 2 – Organizational Information**

Proposer shall complete Form 2. Proposers are permitted to supply additional information that will assist the City in understanding the Proposer’s organization.

### **5.4 Chapter 3 - Acknowledgement of Addenda.**

The Proposer shall complete Form 3, acknowledging all addenda made to this RFP.

### **5.5 Chapter 4 - Conflict of Interest and Non-Collusion**

The Proposer shall complete Form 4, Conflict of Interest Questionnaire.

Effective June 18, 2005, Chapter 176 of the Texas Local Government Code (HB 914) requires an entity Contracting or seeking to Contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). This legislation is subject to change and each entity should consult its own attorney regarding the current law. Intentional or unintentional concealment a conflict of interest may result in disqualification of any response to a solicitation.

The Proposer shall complete Form 5, Non-Collusion Acknowledgement.

## **5.6 Chapter 5 - Proposal Surety**

Each proposal shall be accompanied by a bond or a certified check of the Proposer, as provided for herein.

## **5.7 Chapter 6 - Insurance**

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth herein, or other documentation to verify the entity's ability to acquire insurance coverage that complies with the insurance provisions described herein. Examples of this documentation may include a signed letter from an insurance provider certifying the Proposer's ability of obtain the required insurance coverage.

Proposers shall include Form 6, Insurance Verification with their proposal.

All Proposers shall provide their 2014 and 2015 Safety Claims Frequency for the Service Yard that will be servicing the City.

## **5.8 Chapter 7 - Performance Bond**

The Proposer will submit documentation to illustrate the entity's ability to acquire a performance bond for the term of the Contract, as provided for herein. Letter shall be from a corporate surety qualified to do business in Texas.

## **5.9 Chapter 8 - Method of Approach Summary**

Proposer shall provide a thorough description of the overall approach to providing Solid Waste and Recycling Services and describe why this is the best approach for the City. Each proposal should state if Proposer intends to provide for the collection of up to three (3) cubic yards of Solid Waste, Bulky Waste and Brush, as provided for in Section 3.1(a), as part of their weekly route schedule, or as an additionally scheduled monthly pickup. The method of approach is to include the Proposer's safety plan which shall be implemented by the Proposer in providing services to Customers.

## **5.10 Chapter 9 - Description of Personnel.**

Proposer shall meet the personnel standards as set forth herein and provide the following information:

- a. Organizational chart for key personnel;



- b. Key personnel résumés;
- c. The Proposer shall list name of the individuals that will be responsible for the day-to-day management and maintenance of this Contract. Proposers are required to provide a five (5) year work history of each individual. If any individual has had more than two (2) jobs in the past five (5) years, management will be required to provide a detailed explanation of the lack of stability and tenure, along with providing an explicit explanation of what the proponent will do if said employee leaves during the duration of the Contract.
- d. Job descriptions indicating the required qualifications and experience of key personnel;
- e. Identification of the amount of time each individual will be dedicated to work on any Contract resulting from this RFP;
- f. Names and phone numbers of municipal references for each key personnel;
- g. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient;
- h. Identification of training programs for personnel, including safety training;
- i. Description of dress code that is required for personnel;
- j. At a minimum, key personnel shall include general manager, operations manager, maintenance manager and other personnel that will have regular contact with the City, City personnel and City Customers.

**5.11 Chapter 10 - Service Yard.**

Proposer shall identify the location of the Service Yard they propose to use. The Service Yard may be the same location as the local office and is not required to be located within the City.

**5.12 Chapter 11 - Disposal Facility and Recycling Facility.**

Proposer shall describe the Disposal facility and Recycling facility to be used to provide service to the City. For each facility, Proposer shall provide the following:

- a. Name of facility;
- b. Owner(s) of facility;
- c. Operator of facility;
- d. Location of facility;
- e. Level of equipment maintained at the facility;
- f. Proof that such facility is able and willing to accept material Collected from the City;
- g. Total remaining capacity of facility for the term of the agreement; and

- h. Required local, state or national permits for the facility.
- i. Proposer shall provide written documentation that the Disposal Facility and Recyclable Processing Facility will have sufficient capacity to meet the City's needs throughout the term of any Contract resulting from this RFP.
- j. For the Recycling facility, Proposer shall identify whether the City may include additional Recyclable Materials, as Program Recyclable Materials, at no additional cost.

**5.13 Chapter ~~11~~12 - Transition Plan. (If applicable)**

If applicable, Proposer shall describe its proposed strategies to ensure a smooth transition from the Current Provider to the Contractor. In the transition plan, Proposer shall describe the following:

- a. Individual or group of individuals that will oversee the transition;
- b. Proposed approach, including equipment, personnel, and schedule, for delivering containers to Customers. Proposer shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers used by the current provider. Proposer will describe the procedure for Collection in the event that Customers set out materials in both the existing containers and the new containers, (if applicable) for Collections during the transition period;
- c. Overall schedule for the transition, including the timeline in which the proposed schedule will be implemented;
- d. Proposed strategies for Customer service and public education regarding the potential transition of service providers.

**5.14 Chapter ~~12~~13 - Customer Service.**

Proposers shall provide the following Customer service information within their proposals:

- a. Location of Customer service office;
- b. Hours of operation;
- c. Description of Customer complaint resolution procedures; and
- d. Description of how the Proposer plans to meet or exceed the Customer complaint resolution procedures.

**5.15 Chapter ~~13~~14 - Public Education.**

Proposer shall provide the following public education information within their proposals:

- a. Description of overall public education program to be provided by Proposer to Customers;
- b. Strategies to ensure proper setout of materials for Collection;

- c. Description of Proposer’s personnel that have expertise in public education who will be available to provide technical support for public education efforts;
- d. Sample public education materials that have been developed by the Proposer for use in other municipalities for similar programs or service transition.

**5.16 Chapter ~~14~~15 - Specific Method of Approach Information Required**

All Proposers shall submit the following information:

- a. Description of Collection Vehicles.  
Proposer shall describe Collection vehicles proposed for Solid Waste, Recycling, and Bulky Waste including all front-line and back-up vehicles. Description shall include the following:
  - 1) Make, model, age, and description of each proposed vehicle by type of Solid Waste Services and Recycling Services;
  - 2) Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
  - 3) Photos of each type of vehicle;
  - 4) Number of front-line and back-up Collection vehicles by type of Solid Waste, Recycling, and Bulky Waste Services;
  - 5) Description of maintenance program (inclusive of preventative maintenance, cleaning and repairs) and vehicle replacement schedule; and
  - 6) Timeline for acquisition of vehicles;

**5.17 Chapter ~~15~~16 - Description of Carts and Dumpsters.**

Proposers shall offer, at a minimum, front-load containers of the following sizes: two (2) cubic yard, four (4) cubic yard, six (6) cubic yard, eight (8) cubic yard, and ten (10) cubic yard. Proposers may offer additional Commercial front-load container sizes. Proposer shall describe Carts/Dumpsters that will be used to Collect Solid Waste and Recyclables.

- a. The description shall include the following:
  - 1) Manufacturer, make, color, and logos on the Carts/Dumpsters;
  - 2) Capacity of the Carts/Dumpsters;
  - 3) Photos of each type of Carts/Dumpsters;
  - 4) Timeline for acquisition of Carts/Dumpsters;
  - 5) Description of purchase/financing for Carts/Dumpsters;

- 6) Descriptions of program to store, repair, and switch-out Carts/Dumpsters for Customers.
- 7) Description of program to maintain Carts/Dumpsters, including frequency of cleaning and any fees associated with excessive container maintenance.

#### **5.18 Chapter ~~16~~17 - Experience and Performance History**

Proposer shall disclose the amount of time that Proposer has been performing service under its current business name.

Proposer shall have provided services for both Residential and Commercial Collections of Solid Waste Services and Residential Single Stream Recycling Services. Proposer will provide evidence that the Proposer has been in existence for at least five (5) years and possesses not less than five (5) years actual operating experience in Solid Waste Services and Recycling Services.

Proposer shall provide documentation of experience in providing Solid Waste Services and Recycling Services for a minimum of three (3) municipalities in Texas, that have a population of similar size or larger, to the City of Burnet and/or located within Central Texas. Proposers shall submit the following information regarding each community:

- a. Description of services;
- b. Estimated number of Customers serviced;
- c. Name of the contact person, phone number, and e-mail address;
- d. Quantity of material Collected and Disposed;
- e. Quantity of material Collected and Recycled; and
- f. Dates of service.

#### **5.19 Chapter ~~17~~18 - Proposer Disclosure of Contract Expiration**

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

- a. Assignment of the agreement to another vendor;
- b. Termination of the agreement;
- c. Mutual agreement with the customer to discontinue service; and/or
- d. Other reasons.

#### **5.20 Chapter ~~18~~19 - Proposer disclosure of litigation**

Proposer shall disclose any civil litigation or criminal complaints asserted against the Proposer or any of its principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners.

**5.21 Chapter ~~1920~~ - Exceptions to RFP**

Proposers who wish to propose modifications to the RFP, including the standard terms and conditions, shall clearly identify the proposed deviation and any proposed substitute language. The provisions of the RFP, including the standard terms and conditions, cannot be modified without the express written approval of the City.

**5.22 Chapter ~~2021~~ - Financial Capacity**

Proposers shall submit sufficient information to demonstrate the Proposer's financial capacity to handle a Contract for the services for which the Proposer is submitting a proposal. Examples of documentation that may fulfill this requirement include, but are not limited to, audited financial statements. Proposers shall also disclose whether they have ever filed for bankruptcy.

**5.23 Chapter ~~2122~~ – Pricing**

The Proposer shall complete Form 7, which shall include all pricing requested under this RFP. All pricing submitted shall exclude franchise fees and/or administrative billing fees.

## **ARTICLE VI – PROPOSAL EVALUATION/SELECTION PROCESS**

### **6.1 Overview of Proposal Evaluation/Selection Process**

The City has attempted to provide Proposers with a comprehensive statement of requirements through this RFP. Proposers are requested to make written proposals which present the Proposer's qualifications and understanding of the Work to be performed. Proposers shall address each evaluation criteria and be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible, so that the City may properly evaluate the Proposer's capabilities to provide the required Work. Failure to include the required contents of the proposal as outlined in this section may result in rejection of the proposal.

Each Proposer shall be reviewed, evaluated, and scored as part of a comprehensive proposal evaluation, in accordance with evaluation criteria defined herein. The Proposer's proposal will be a substantial part of the decision making process to select a Contractor. Each proposal will be reviewed independently, based solely on the merits of the proposal. The proposals will then be scored and, if necessary, a short list of Proposers will be selected for additional evaluation, Proposer presentations and reference checks. Demonstrations and possible site visits may be conducted for the Proposers so selected. The City shall re-score the remaining Proposers based on the proposal and additional information, in accordance with evaluation criteria defined herein.

The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers so selected. Price shall be considered, but will not be the sole determining factor. Selection shall be made of one Proposer deemed to be fully qualified and best suited among those submitting proposals. The City shall select the Proposer which, in its opinion, has made the proposal that is most beneficial to the

City, and shall award the Contract to that Proposer. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitations and the Proposer's proposal, as negotiated.

## 6.2 Evaluation Criteria

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria and their description, and the relative weight assigned to each (100 points maximum).

- a. **Pricing Schedule Evaluation – 60 points**  
The City will evaluate price based on the pricing forms completed by the Proposer.
- b. **Experience and Ability to Perform – 25 points**  
The City desires to partner with an organization that is committed to providing high quality Solid Waste Services and Recycling Services, including, but not limited to, the following evaluation elements:
  - 1) Experience and Performance History
  - 2) Method of Approach
  - 3) Key Personnel
  - 4) Exceptions to the RFP
  - 5) References
- c. **Financial Capacity – 10 points**  
The City desires to partner with an organization with financial capacity.
- d. **Quality of Submitted Proposal – 5 points**  
The City will evaluate the proposals based on the completeness, formatting, content, and presentation of the information as required herein.

## ARTICLE VII – GENERAL CONDITIONS

### 7.1 General Terms

The following general terms shall apply to this RFP:

- a. The City, in its sole discretion, expressly reserves the right to request and/or require any additional information from the Proposer(s) that it deems relevant, with respect to this RFP.
- b. Cost for developing proposals is entirely the responsibility of the Proposer and shall not be chargeable to the City.
- c. The contents of the proposal and any clarification or counter proposal thereto submitted

by the successful Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.

- d. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
- e. Pursuant to *Texas Local Government Code* Section 252.049 of V.T.C.A., proposals shall be opened so as to avoid disclosure of the contents to competing offers. Details will not be released until all ensuing negotiations have been completed and contractual agreements have been executed. To the extent provided by law, all information submitted on this RFP shall be public record.
- f. All proposals become the property of the City and will not be returned to the Proposer.
- g. By submitting a response, Proposer certifies that it is a duly qualified, capable and otherwise bondable business entity that it is not in receivership or contemplates same, and has not filed for bankruptcy.
- h. Submission of a proposal in response to this RFP shall affirm that the Proposer will not discriminate against any employee or applicant for employment because of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information and that the firm will make efforts to ensure that employment is offered to applicants without regard to these factors.
- i. On a monthly basis, Contractor shall invoice the City for Residential Services and Commercial Services rendered on a monthly basis (the Monthly Invoice"). Thereafter, the City shall remit to the Contractor an amount equal to the Monthly Invoice. Such remittance shall be made by the City within ten (10) business days of receipt (for the immediately preceding month's service). The City shall solely be responsible for billing Residential Services and Commercial Services. Nothing herein shall prohibit the City from collecting sums from Customers in addition to those sums called for herein.

## **7.2 Proposal Withdrawal**

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals. The Proposer shall notify the City Manager, in writing, of its intentions.

If a change in the proposal is requested, the modification shall be so worded by the Proposer as to not reveal the original amount of the proposal.

Modified and withdrawn proposals may be resubmitted to the City Manager up to the time and date set for the receipt of proposals.

## **7.3 Late Proposals**

All proposals received on time, shall be accepted. All late proposals shall be returned, upon request from

the Proposer, unopened.

#### **7.4 Signatures**

All required signatures shall be manual, in ink, by an Authorized Representative of the Proposer who has legal authority to bind the Proposer in contractual obligations.

#### **7.5 Typed or Ink Corrections**

Proposals shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by an Authorized Representative of the Proposer.

#### **7.6 Proposer Representations and Responsibilities**

By submitting a proposal in response to this RFP, the Proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract Work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Failure to make such examination shall be at the Proposer's own risk. The City assumes no responsibility for Proposer's failure to examine all documents that make up this RFP.

Proposers shall examine the City including the streets, alleys, overhead trees, wires and such other physical conditions and requirements to be encountered in the Work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the Proposer's sole risk.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any Proposer from any obligations with respect to its proposal or to the Contract.

#### **7.7 Award of Contract**

The award of the Contract shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth herein. All proposals shall be valid for a minimum of one hundred eighty (180) days from the Proposal due date.

All proposals submitted in accordance with the requirements of this RFP shall be considered offers to Contract based on the terms contained in the proposals, this RFP, and at the price offered by the successful Proposer. When the City awards a Contract to the successful Proposer, it will constitute an acceptance of that offer and a Contract between the City and the successful Proposer shall be negotiated to include the terms of this RFP.

#### **7.8 Reservations**

The City expressly reserves the right to the following:



- a. Waive any defect, irregularity or informality in any proposal;
- b. Reject or cancel any or all proposals;
- c. Receive proposals from one or more Proposers; and/or;
- d. Procure services by other means.

In considering the proposal(s), the City reserves the right to select the Proposer who will offer contractual terms and conditions most favorable to the City.

Requirements stated in the RFP shall become part of any Contract with the successful Proposer resulting from this RFP, and any deviations from these requirements shall be specifically defined by the Proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The City, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective Proposers, as needed.

**7.9 Other Conditions**

Venue: Any Contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Burnet, Texas, and venue for any action related to this Contract will be Burnet County, Texas.

Warranties and Service: The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this RFP or any Contract awarded from this RFP except as expressly authorized, in writing by the City, granting the waiver.

Assignment: The Work, or any part thereof, to be provided under this RFP, shall not be assignable by the Contractor, without the express written permission of the City.

**7.10 Insurance Requirements**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the Work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of Work hereunder.

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law
Comprehensive And General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
<b>Umbrella Liability/ Each Occurrence</b>		\$5,000,000.00
<b>Excess Liability Aggregate</b>		\$5,000,000.00

**7.11 Proposal Surety**

Each Proposal shall be accompanied by a bond or a cashier's check of the Proposer, drawn on a state or national bank, in an amount of Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Proposer that the Proposer will, if called upon to do so, accept and enter into a Contract to perform the Work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proposer have executed the Contract, or, if no Proposer's proposal has been selected within one hundred eighty (180) calendar days after the date of the opening of Proposals, upon demand of the Proposer at any time thereafter, so long as the Proposer has not been notified of the acceptance of the Proposal.

**7.12 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded upon action of the City Council. The Proposer to whom the Contract is awarded will be required to enter into a Contract, as mutually agreed upon by the parties, and to furnish requested insurance certificates for surety (equal to 100% of the annual Contract sum) and various liabilities, within sixty (60) calendar days of award.

In case of the Proposer's refusal or failure to do so within sixty (60) calendar days after award, the Proposer will be considered to have abandoned all Proposers rights and interests in the award, the Proposer's proposal surety may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proposer or the Work re-advertised for proposals as the City may elect.

**7.13 RELEASE AND INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY REPRESENTED, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BURNET, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY.

THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

#### **7.14 Security for Faithful Performance**

Prior to commencement of the Work, the Contractor will be required to furnish a Two Hundred Thousand Dollar (\$200,000.00) performance bond as security for the faithful performance of this Contract. ~~Said performance bond shall be in an amount equal to twelve (12) months of the estimated Contract price.~~

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety with an AAAa minimum A.M. Best rating of A+ and fully authorized to do business in the State of Texas.

#### **7.15 Collection Equipment**

The Contractor shall utilize Collection vehicles that meet the requirements set forth in the Contract. No third-party advertisements will be allowed on trucks used for City Collections. All Collection Vehicles shall be equipped with back-up camera and spill kits for oil and hydraulic fluid. Vehicles shall be in good, clean appearance and operating efficiently. Proposer shall provide sufficient number of Collection Vehicles to provide service in compliance with Contract.

Each vehicle shall be clearly marked with the Contractor's name, telephone number and unit number legible from one-hundred-fifty (150) feet.

#### **7.16 Safety**

The Contractor shall perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. It is the intent of any agreement resulting from this RFP that the safety precautions at the site are a part of the construction technique and processes for which Contractor shall be solely responsible. Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Contractors shall provide copies of all Hazardous Materials and waste data sheets to the City's Fire Department marked Attn: Fire Marshall.

#### **7.17 Contractor's Understanding and Duty**

The Contractor, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the City Charter and ordinances of the City of Burnet, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Contractor shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Contractor will be responsible for conducting criminal background checks and verifying employment eligibility on all employees employed in provided the Work required under this RFP. Contractor shall not employ any individual, involved with providing services provided for in this RFP, who is a registered sex offender.

## ARTICLE ~~XIII~~VIII - WORK

### 8.1 Scope of Work

The Contractor shall provide services for the term of the Contract, with an initial term of five (5) years, commencing on November 1, 2016 at 12:00 AM, CST. The City and the Contractor, by written mutual agreement prior to the expiration of the Contract, may extend the Contract for additional terms; provided that upon the absence of written notice this Contract shall continue on a month to month basis.

### 8.2 Schedules and Routes

The Contractor shall provide Collection services to Customers on a scheduled Collections day. The Contractor shall maintain the schedules and the routes on file with the City. Any changes to the schedule and/or routes for Residential Customers are subject to the approval of the City Manager.

### 8.3 Annual Rate Increases

Beginning on November 1, 2017 and on every November 1 thereafter, the Contractor ~~shall~~may adjust the rates and fees for the ~~Residential Services, Commercial~~Solid Waste Services and ~~the Roll-off~~Recycling Services provided for herein ~~in accordance with the changes in the CPI-U, up to the percentage indicated on Form 7, Cost Proposal.~~ Each annual adjustment to the rates and fees shall be compounded on the rates and fees charged during the preceding year. ~~As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for Urban Wage Earners (all items included) for the Dallas-Fort Worth area, based on the available figures from the Department of Labor's Bureau of Labor and Statistics (the "Bureau"). The Contractor shall give the City sixty (60) days notice before any adjustment to the fees and rates for changes in the CPI-U take effect. The amount of the increase or decrease under this provision shall be equal to the annual change in the CPI-U over the previous twelve (12) month period based on the rates published in June.~~

### 8.4 Minimum Program Recyclable Materials

Contractor shall, at a minimum, collect the following Program Recyclable Materials:

- a. Recyclable Paper.
- b. Recyclable Corrugated Cardboard.
- c. Recyclable Plastics: #1 through #5 and #7 plastic bottles, containers, jugs and jars.
- d. Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.
- e. Recyclable Aluminum and Steel: Any food and beverage containers, cans, bimetal cans, or lids with or without paper labels, rings and lids, and scrap metal composed primarily of whole iron, tin, aluminum, steel, or

- f. Other Recyclable Material of similar nature.

## **8.5 Spillage and Leakage**

Contractor shall clean up any materials, including leakage of fluids spilled from Contractor's vehicles.

During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur.

Contractor shall be responsible for the cleanup of any spillage or leakage from its vehicles. Contractor shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage. Contractor shall not leave the spill or leak from its vehicles unattended.

Contractor will carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks.

If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by Contractor, its vehicles or employees, the Contractor will use all reasonable means available to remove the stain and restore the facility to the satisfaction of the City Manager.

## **8.6 Litter and Odor**

Contractor shall clean up any litter caused by the provision of services in connection with any Contract resulting from this RFP.

Contractor shall clean up any litter larger than three (3) inches within a ten-foot radius of collection areas.

Collection equipment shall be maintained as to prevent odors. The Contractor shall routinely clean Collection equipment, so as to maintain a standard of cleanliness.

## **8.7 Disposal Site and Recycling Facility**

Contractor shall dispose of all Solid Waste and Bulky Waste Collected in connection with any Contract resulting from this RFP, at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of Solid Waste. The charge for Disposal shall be included in the proposed rates.

Contractor shall process and market all Recyclable Materials Collected, in connection with any Contract resulting from this RFP, at a Recycling Facility. The Recycling Facility shall be licensed and permitted, as required by state law. The charge for Processing and Recycling shall be included in the proposed rates.

## **8.8 Personnel**

For the term of the Contract, the Contractor shall maintain the following personnel:

- a. Twenty-four (24) hour Contractor's Representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day;
- b. Operations manager qualified to be in charge of the operations under any Contract between the successful Proposer and the City;

- c. Any other personnel required to provide the scope of services;

Contractor will hire and maintain qualified personnel to provide the scope of services;

The Contractor shall ensure personnel who normally or regularly come into direct contact with the public bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;

The Contractor shall ensure such personnel operating Collection vehicles have a valid commercial driver's license;

All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers, or City personnel, be barred from further Work in connection with any Contract resulting from this RFP.

## **8.9 Recordkeeping and Reporting**

The Contractor shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of any Contract resulting from this RFP and for a period of five (5) years after last or final payment.

The Contractor shall create, maintain, and deliver to the City the following records:

- a. Document Solid Waste and Bulky Waste tonnage delivered to Disposal facility;
- b. Document Recyclable Materials delivered to recyclable Processing facility;
- c. Document Bulky Waste delivered to recyclable Processing facility;
- d. Document Commercial Collection activity by container size and frequency of pickup;
- e. Identify unaccepted loads by date Collected, route, and facility;
- f. Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
- g. Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's reporting requirements;
- h. Other recordkeeping and reporting requirements as agreed upon by City and Contractor.

Contractor shall meet, at least quarterly, with the City Manager and/or City Staff to discuss any and all issues related to the Work provided for herein.

Contractor shall present to the City Council on an annual basis. Such presentation shall include, but not limited to, current and future service issues, quantities of Solid Waste and Recycling Collections, and public education.

## 8.10 Hours of Operation

Collections shall be scheduled by route for each day of the week. No Collections shall be made on Sundays unless the Contractor is directed to do so by the City. Residential Collections shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled Collection day(s). No Commercial Collections will be made prior to 7:00 a.m. if such Collection is in a Residential neighborhood, unless otherwise approved by the City Staff. Contractor shall maintain a consistent route schedule and comply with provisions related to hours of service. Contractor shall not provide Residential Collection services one-half (1/2) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

## 8.11 Holidays

Contractor may observe New Year's Day, Thanksgiving Day and Christmas Day. Contractor shall request any additionally proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by the City Manager. The City Manager may require Contractor to provide Collections or not provide Collections on a holiday. Suspension of service for any holiday shall not relieve Contractor of its obligation to provide Collection service in frequencies provided for in any Contract resulting from this RFP. Should Contractor observe a holiday, Contractor shall, for the remainder of the calendar week, provide Collection services to Customers one day after their normal Collection day, including Saturday, as its catch-up day.

## 8.12 Performance Standards

Contractor (and its drivers, employees and agents) shall adhere to the following performance standards:

- a. Carts and trash cans (including lids) shall be replaced upright as close to their original location as possible, without obstructing traffic or damaging landscaping. Lids will be closed after servicing;
- b. Dumpsters and Roll-off Compactors shall be replaced upright at the Customer's placement, without obstructing traffic or damaging landscape;
- c. Contractor shall not leave loose material, which during Collections may fall in the streets or property of Customers, and will Collect any loose material that is generated during the Collection operations;
- d. Contractor shall make all reasonable efforts to Collect waste and Refuse regardless of barriers (i.e. blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger;
- e. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
- f. Contractor shall comply with the Customer complaint resolution provisions of any Contract resulting from this RFP;

## 8.13 Customer Issues

The City shall manage current and new Customer service requests for all Residential and Commercial Customers, excluding Roll-offs, Special Collections, or as otherwise provided for herein. The City shall notify Contractor of any additions, deletions or modification in Solid Waste Services and Recycling Services within one (1) business day of the request by the Customer.

#### Customer Complaints.

- a. City shall manage Customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
- b. All Customer complaints about services shall be promptly forwarded to the Contractor and shall be given prompt and courteous attention. Contractor shall resolve all complaints within twenty-four (24) hours of receipt of such complaint.
- c. In the case of alleged missed Collection, the Contractor shall make every effort to Collect the material on the same day; but it shall be Collected within one business day after the complaint is received. Unless otherwise specified in this Contract, should the Contractor for any reason after being notified fail to make any Collections, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the City's cost as well as bill or deduct the Contractor's pro-rata charge or rate for providing the service.
- d. Any complaint from a Customer that is not resolved to Customer's satisfaction shall be addressed by the City and the Contractor.

#### **8.14 Audit**

The City and Contractor shall perform an annual audit to verify service levels and billing.

---



**Current Solid Waste and Recycling Rates**  
(not a guarantee of service)

<b><u>STANDARD RESIDENTIAL RATES:</u></b>	<b><u>BASE RATE</u></b>	<b><u>UNITS</u></b>
One Time per week - One 95-gallon Cart	\$ 14.75	1355
One Time per Week - Two 95-gallon Carts	\$ 18.12	48
<b><u>SENIOR CITIZEN RATES:</u></b>		
One Time per week - One 95-gallon Cart	\$ 12.78	466
One Time per Week - Two 95-gallon Carts	\$ 16.12	5
<b><u>65-GALLON CART</u></b>		
One Time per week - One 65-gallon Cart	\$ 12.78	1
One Time per Week - Two 65-gallon Carts	\$ 16.12	0
<b><u>RESIDENTIAL CURBSIDE RECYCLING RATES:</u></b>		
Every Other week (EOW)-One 95 gallon Cart	\$ 3.68	1379
Additional 95 gallon Recycling Cart	\$ 2.63	1
<b><u>SENIOR CITIZEN CURBSIDE RECYCLING:</u></b>		
Every Other week (EOW) - One 95-gallon Cart	\$ 2.10	472
Additional 95 gallon Recycling Cart	\$ 2.10	0
<b><u>COMMERCIAL CURBSIDE RECYCLING RATES:</u></b>		
Every Other Week (EOW) - One 95-gallon Cart	\$ 4.20	46
Additional 95 gallon Recycling Cart	\$ 3.16	0
<b><u>COMMERCIAL REFUSE COLLECTION RATES:</u></b>		
One Time per week - One 95 gallon Cart	\$ 18.74	145
Two Times per week - One 95 gallon Cart	\$ 33.16	1
Three Times per week - One 95 gallon Cart	\$ 47.59	0
Four Times per week - One 95 gallon Cart	\$ 62.01	0
Five Times per week - One 95 gallon Cart	\$ 76.43	0
One Time per week - Two 95 gallon Carts	\$ 26.53	24
Two Times per week - Two 95 gallon Carts	\$ 40.96	1
Three Times per week - Two 95 gallon Carts	\$ 55.39	1
Four Times per week - Two 95 gallon Carts	\$ 69.79	0
Five Times per week - Two 95 gallon Carts	\$ 84.22	0
<b><u>TWO YARD DUMPSTER:</u></b>		
One Time per week	\$ 56.23	18
Two Times per week	\$ 100.94	3
Three Times per week	\$ 144.18	2
Four Times per week	\$ 187.43	0
Five Times per week	\$ 250.92	0

	<u>BASE RATES</u>	<u>UNITS</u>
<b><u>THREE YARD DUMPSTER:</u></b>		
One Time per week	\$ 60.56	29
Two Times per week	\$ 111.02	17
Three Times per week	\$ 158.62	12
Four Times per week	\$ 209.07	0
Five Times per week	\$ 266.10	6

<b><u>FOUR YARD DUMPSTER:</u></b>		
One Time per week	\$ 79.30	32
Two Times per week	\$ 142.74	7
Three Times per week	\$ 203.31	0
Four Times per week	\$ 256.01	1
Five Times per week	\$ 318.26	0

<b><u>SIX YARD DUMPSTER:</u></b>		
One Time per week	\$ 99.48	16
Two Times per week	\$ 181.66	20
Three Times per week	\$ 266.74	17
Four Times per week	\$ 343.19	3
Five Times per week	\$ 435.89	6

<b><u>EIGHT YARD DUMPSTER:</u></b>		
One Time per week	\$ 132.51	1
Two Times per week	\$ 241.89	0
Three Times per week	\$ 355.47	0
Four Times per week	\$ 457.12	1
Five Times per week	\$ 580.17	1

<b><u>DUMPSTER EXTRA LIFTS:</u></b>		
Two Yard Dumpster	\$ 44.55	N/A
Three Yard Dumpster	\$ 50.10	N/A
Four Yard Dumpster	\$ 55.68	N/A
Six Yard Dumpster	\$ 61.25	N/A
Eight Yard Dumpster	\$ 81.68	N/A

**ROLL-OFFS**

<u>20 Yard</u>	<u>\$ 468.78</u>	
<u>30 Yard</u>	<u>\$ 541.23</u>	
<u>40 Yard</u>	<u>\$ 630.72</u>	
<u>Delivery Fee</u>	<u>\$ 144.77</u>	
<u>Daily Rental</u>	<u>\$ 4.45</u>	
<u>Double Handle Fee</u>	<u>\$ 83.18</u>	

TDCJ Prison Compactor Rates (per pull, excludes 15% franchise fee) \$ 543.40

HEB Compactor Rates (per haul, excludes 15% franchise fee) \$ 418.60

Compactors are owned by Customers. No Delivery Fees or Daily Fees





# FORMS

Proposer shall complete all forms in full. Forms not completed in full may result in disqualification. If there is any doubt to the meaning of the forms, Respondent may submit an inquiry in accordance with the requirements set forth in this RFP.

# PROPOSAL RESPONSE ACKNOWLEDGEMENT

## FORM 1

By signing and submitting this Proposal, Bidder acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. The undersigned is authorized to bind themselves or the entity they represent to a Contract.

\_\_\_\_\_ An individual proprietorship

\_\_\_\_\_ A partnership

A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ORGANIZATIONAL INFORMATION

## FORM 2

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

D/B/A: \_\_\_\_\_

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

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

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

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

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

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

Local Business E-mail: \_\_\_\_\_

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

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

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

Provide names of Provider's authorized representatives who has/have legal authority to bind the Proposer into contractual obligations:

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

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

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

2. SUBCONTRACTOR(S). List of all firms participating in this proposal.

Name	Address	Area of Responsibility
------	---------	------------------------

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

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

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

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

# ADDENDA ACKNOWLEDGEMENT FORM 3

By submission of this proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

Addendum Number	Dated
<u>Addendum 1</u>	<u>7/14/16</u>

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print)



# CONFLICTS OF INTEREST

## FORM 4

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to HB914. For questions about these forms, please see the Texas Ethics Commission Conflict of Interest Form.

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

### City of Burnet, Mayor

- Gary Wideman, Mayor

### City of Burnet, City Council

- Joyce Laudenschlager
- Danny Lester
- Philip Thurman
- Tres Clinton
- Paul Farmer
- Mary Jane Shanes

### City of Burnet, City Manager

- David Vaughn

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

# NON-COLLUSION ACKNOWLEDGEMENT FORM 5

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# INSURANCE VERIFICATION

## FORM 6

Proposer hereby certifies that, as a respondent to the City of Burnet for the Solid Waste and Recycling Services RFP, Proposer is fully aware of Insurance Requirements contained in the RFP. Furthermore, Proposer hereby assures the City of Burnet that Proposer is able to produce the Insurance coverage required should Proposer be selected for award.

---

Signature of Proposer

---

Printed Name of Signee

---

Company Name

---

Date

# COST PROPOSAL

## Form 7

**Note: All pricing submitted on this form shall exclude franchise fees and/or administrative billing fees.**

It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or administrative billing fees. All franchise fees and/or administrative billing fees will be determined by the City and added to the base proposal provided by Contractor. One rate will be then established for the Customer which includes the base proposal, and/or administrative billing fee. The undersigned having carefully read and considered the terms and conditions of the Contract documents for Solid Waste and Recycling Services for the City of Burnet, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract documents at the rates hereinafter set forth:

The City is requesting multiple optional Residential Solid Waste and Recycling rates to evaluate maintaining the current rate structure, which includes a Senior Rate, versus adopting a singular rate for all customers.

**BASE RATE**

**RESIDENTIAL RATES WITH SENIOR RATES INCLUDED (OPTION 1):**

**STANDARD RESIDENTIAL SOLID WASTE RATES:**

**~~BASE RATE~~**

One Time per week - One 95-gallon Cart	\$ _____
One Time per Week - Two 95-gallon Carts	\$ _____

**SENIOR CITIZEN SOLID WASTE RATES:**

One Time per week - One 95-gallon Cart	\$ _____
One Time per Week - Two 95-gallon Carts	\$ _____

**RESIDENTIAL CURBSIDE RECYCLING RATES:**

Every Other week (EOW)-One 95 gallon Cart	\$ _____
Additional 95 gallon Recycling Cart	\$ _____

**SENIOR CITIZENS CURBSIDE RECYCLING RATES:**

Every Other week (EOW) - One 95-gallon Cart	\$ _____
Additional 95 gallon Recycling Cart	\$ _____

**RESIDENTIAL RATES WITHOUT SENIOR RATES (OPTION 2):**

**STANDARD RESIDENTIAL SOLID WASTE RATES:**

<u>One Time per week - One 95-gallon Cart</u>	<u>\$ _____</u>
<u>One Time per Week - Two 95-gallon Carts</u>	<u>\$ _____</u>

**RESIDENTIAL CURBSIDE RECYCLING RATES:**

<u>Every Other week (EOW)-One 95 gallon Cart</u>	<u>\$ _____</u>
<u>Additional 95 gallon Recycling Cart</u>	<u>\$ _____</u>

**COMMERCIAL CURBSIDE RECYCLING RATES:**

Every Other Week (EOW) - One 95-gallon Cart \$ \_\_\_\_\_  
Additional 95 gallon Recycling Cart \$ \_\_\_\_\_

**COMMERCIAL SOLID WASTE COLLECTION RATES:**

**CARTS:**

One Time per week - One 95 gallon Cart \$ \_\_\_\_\_  
Two Times per week - One 95 gallon Cart \$ \_\_\_\_\_  
Three Times per week - One 95 gallon Cart \$ \_\_\_\_\_  
Four Times per week - One 95 gallon Cart \$ \_\_\_\_\_  
Five Times per week - One 95 gallon Cart \$ \_\_\_\_\_  
One Time per week - Two 95 gallon Carts \$ \_\_\_\_\_  
Two Times per week - Two 95 gallon Carts \$ \_\_\_\_\_  
Three Times per week - Two 95 gallon Carts \$ \_\_\_\_\_  
Four Times per week - Two 95 gallon Carts \$ \_\_\_\_\_  
Five Times per week - Two 95 gallon Carts \$ \_\_\_\_\_

**TWO YARD DUMPSTER:**

One Time per week \$ \_\_\_\_\_  
Two Times per week \$ \_\_\_\_\_  
Three Times per week \$ \_\_\_\_\_  
Four Times per week \$ \_\_\_\_\_  
Five Times per week \$ \_\_\_\_\_

**THREE YARD DUMPSTER:**

One Time per week \$ \_\_\_\_\_  
Two Times per week \$ \_\_\_\_\_  
Three Times per week \$ \_\_\_\_\_  
Four Times per week \$ \_\_\_\_\_  
Five Times per week \$ \_\_\_\_\_

**FOUR YARD DUMPSTER:**

One Time per week \$ \_\_\_\_\_  
Two Times per week \$ \_\_\_\_\_  
Three Times per week \$ \_\_\_\_\_  
Four Times per week \$ \_\_\_\_\_  
Five Times per week \$ \_\_\_\_\_

**SIX YARD DUMPSTER:**

One Time per week \$ \_\_\_\_\_  
Two Times per week \$ \_\_\_\_\_  
Three Times per week \$ \_\_\_\_\_  
Four Times per week \$ \_\_\_\_\_  
Five Times per week \$ \_\_\_\_\_

**EIGHT YARD DUMPSTER:**

One Time per week	\$ _____
Two Times per week	\$ _____
Three Times per week	\$ _____
Four Times per week	\$ _____
Five Times per week	\$ _____

**TEN YARD DUMPSTER:**

One Time per week	\$ _____
Two Times per week	\$ _____
Three Times per week	\$ _____
Four Times per week	\$ _____
Five Times per week	\$ _____

**DUMPSTER EXTRA LIFTS:**

Two Yard Dumpster	\$ _____
Three Yard Dumpster	\$ _____
Four Yard Dumpster	\$ _____
Six Yard Dumpster	\$ _____
Eight Yard Dumpster	\$ _____
Ten Yard Dumpster	\$ _____

**ROLL-OFF RATES:**

Delivery Fee	\$ _____
Daily Rental Fee	\$ _____
20 Yard per Haul	\$ _____
30 Yard per Haul	\$ _____
40 Yard per Haul	\$ _____
Double Handle Fee	\$ _____
Overload Fee	\$ _____

(Please attach additional information if Proposer proposes to utilize a Fuel Cost Adjustment)

**MUNICIPAL ROLL-OFF RATES:**

20 Yard per Haul:	\$ _____
30 Yard per Haul:	\$ _____
40 Yard per Haul:	\$ _____

**TIRE DISPOSAL FEE (per tire)** \$ \_\_\_\_\_

**BRUSH/BULKY COLLECTION FEE (per yard):** \$ \_\_\_\_\_

**Annual Price Increase (November 1<sup>st</sup> of each subsequent year)**

<u>November 1, 2017</u>	<u>        </u>	<u>%</u>
<u>November 1, 2018</u>	<u>        </u>	<u>%</u>

**November 1, 2019** %

**November 1, 2020** %

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF BURNET, TEXAS FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLES:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Please Print Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_