



REQUEST FOR PROPOSAL SOLID WASTE COLLECTION SERVICES

Advertisement: August 11th and August 18th 2021 - Wylie Newspaper
Questions Deadline: August 25, 2021 3:00 pm
Proposals Due: September 1, 2021 3:00 pm
Qualified prospective Contractor may obtain copies of the RFP Online at www.cityofnevadatx.org

Proposals for the services specified will be received by the City of Nevada until the date and time as indicated above. Please submit one (1) original and four (4) copies of the proposal in hard copy only.

Mailing and Delivery address: City of Nevada
Attention: Judy Hill, City Secretary
424 E. FM 6
Nevada, TX 75173

Late submissions will not be considered. Proposals must be submitted with the Request for Proposal number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

Respondents are strongly encouraged to carefully read the entire document prior to submitting a response.

Questions regarding this Request for Proposal contact:

Judy Hill, City Secretary
email: citysecretary@cityofnevadatx.org
phone: 972-853-0027

The City of Nevada appreciates your time and effort in preparing a proposal. Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will be considered ineligible and returned unopened.

INTRODUCTION

SCOPE OF SERVICES: The City of Nevada invites firms and qualified professionals to submit proposals for a Solid Waste Collection and Recycling Services Consolidated Contract for the City of Nevada. The Contract period will be five (5) years, beginning on October 1, 2021, and ending September 30, 2026, with an option to extend the Contract for one (1) additional five (5)-year term upon the agreement of both the vendor and the City of Nevada. The City has established some minimum services requirements. However, if the proposer believes that there are other ways to effectively and efficiently deliver the services, the City encourages creativity in formal proposals.

The failure or omission of any proposer to receive and examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their Proposal or the Contract. The City of Nevada shall make all such documents available to the Proposers.

BACKGROUND

The City of Nevada currently has a population of approximately 1377 and covers over 2 miles of property just 17 miles northeast of Garland and 36 miles northeast of downtown Dallas.

The residential waste is currently collected once a week, with bulk pick up 1st and 3rd Saturday. Bulk includes up to 2 cubic yards. There is currently not a recyclable collection. The commercial waste is currently collected as required by the customer.

There are three public schools within the city limits that will need dumpsters for solid waste collection three are located within Community ISD.

The current rate(s) are as follows and includes all taxes and fees:

Regular Service		Senior Discount
Residential Trash Service	\$20.00	Base rate of \$20
Residential Recycling	Not currently offered	\$
Residential Household Hazardous Waste	Included in price above	\$
Extra Cart Service	\$6.00	\$

The City of Nevada does not handle billing for waste accounts.

In addition, the City of Nevada receives one free 30-yard dumpster for annual City-wide cleanups.

OBJECTIVE

The City, in its desire to provide solid waste collection and recycling service, seeks a firm or qualified professional organization to:

1. Collect and transport solid waste from residential, institutional, commercial, and industrial units within the City of Nevada to a designated disposal site.
2. Collect and transport residential and commercial/industrial recyclables to a materials recovery facility.
3. Maximize sanitary and aesthetic living conditions for residents of the City of Nevada.
4. Maintain positive communications with the City of Nevada and the customer.

DEADLINE

The City of Nevada, Texas will receive sealed proposals for collection and transportation of residential, institutional, industrial, and commercial solid waste, and recycling until September 1, 2021, at 3:00 pm in City of Nevada at 424 E. FM 6 Nevada, TX. 75173. Proposals received after the above specified date and time will not be considered or accepted.

CITY CONTACT PERSON

All inquiries regarding any aspect of this request for proposal shall be directed solely to:

Judy Hill, City Secretary
email: citysecretary@cityofnevadatx.org
phone: 972-853-0027

No questions concerning the RFP will be accepted or addressed after 3:00 PM, August 25, 2021.

STANDARD TERMS AND CONDITIONS

In submitting this proposal, the contractor understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract.

1. Bid Time

It shall be the full responsibility of each contractor to ensure the proposal is submitted to the City of Nevada on or before September 1, at 3:00 pm. The official time shall be determined by the clock located within the City of Nevada main office. Proposals received after the time stated will be considered ineligible and returned unopened.

2. Withdrawing Proposals

Proposals may be withdrawn at any time prior to the official opening. Request for non-consideration of proposals must be made in writing to the city secretary and received prior to the time set for opening proposals. The contractor warrants and guarantees that their proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Contractor agrees that a proposal price may not be withdrawn or canceled for a period of ninety (90) days following the date designated for receipt of proposals.

3. Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. Rejection / Disqualification

Bidders will be disqualified and/or their proposal rejected for any of the specific reasons, but not limited to, listed below:

- A. Proposal received after the specified time and date.
- B. Reason for believing collusion exists among the bidders.
- C. Where the bidder, sub-contractor or supplier is in litigation with the City of Nevada or where such litigation is contemplated or imminent.
- D. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work or having defaulted on a previous contract.
- E. Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires or qualified statement. If finance records have not been audited, proof of financial stability is what we would to have proof of.
- F. Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the City's opinion may disqualify the bidder.

However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City of Nevada. The City of Nevada also reserves the right to reject all bids.

5. Assignment

The successful contractor may not assign their rights and duties under an award without the written consent of the City of Nevada. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

6. Substitutions / Exceptions

Exceptions / variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with the proposal. No substitutions or changes in the specifications shall be permitted after award without prior approval by the City Council.

7. Tax

The City of Nevada is exempt by law from payment of Texas Sales and Federal Excise Tax; therefore, the proposal shall not include any such tax. Successful vendors(s) should request a Tax Exemption Certificate from the City, if needed. Under no circumstances shall the City of Nevada be liable to pay taxes for which the City has an exemption.

8. Preparation of Documents

All costs incurred by the contractor in responding to this proposal shall be the full responsibility of the contractor.

9. Prohibition Against Personal Financial Interest in Contracts

No employee or council member of the City of Nevada shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City.

10. Conflict of Interest Form

Effective January 1, 2006, House Bill 914 requires any contractor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire. The completed questionnaire must be returned with the proposal.

11. Termination / Non-Performance

Continuing non-performance of the contractor in terms of the specifications shall be a basis for the termination of the contract by the City. The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to (1) meet delivery schedules or, (2) otherwise not perform in accordance with these specifications.

The contract may be terminated by either party upon written notification of ninety (90) day notice prior to cancellation without cause.

12. Performance Bond

The successful contractor will be required to furnish a Performance Bond in the amount of \$30,000 annually as security for the faithful performance of the executed document. Each bond shall be in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supplying labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such Performance Bond is furnished and approved by the City of Nevada. With service and financial stability, references, this Bond would be negotiable.

Unless otherwise approved in writing by the City of Nevada, the surety company underwriting the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

A letter shall accompany the proposal from a corporate surety satisfying to the City stating that the Performance Bond will be furnished by it to the person submitting the proposal in the event they are the successful contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached.

13. Indemnification

Contractor shall defend, indemnify, and save harmless the City, and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property because of any negligent act or fault of the contractor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposed award. Contractor indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of or to the facilities within which the occupied premises are located. Contractor shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

14. Funding

The City of Nevada is a Type A General Law municipal government operated and funded on October 1st to September 30th fiscal year. Accordingly, the City reserves the right to terminate, without liability to the City of Nevada, any contract for which funding is not available.

15. Review of Documents/ Conditions

Each contractor shall fully acquaint themselves with conditions and documents relating to the scope and restrictions attending the execution of the work under the contract. Contractors shall thoroughly

examine and be familiar with all related documents.

It is also expected that the contractor will obtain information concerning the conditions that may affect its work. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his proposal or to the contract. The City will make all such documents available to the contractors.

The contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full within the contract.

No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The contractor(s) awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the bidding.

16. Ownership of Documents

Original documents, including plans, designs, and notes developed in connection with services or commodities provided hereunder belong to and shall remain the property of the City. The contractor may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the bids, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.048 (Vernon's Texas Codes Annotated).

17. Proprietary Information

All material submitted to the City of Nevada becomes public property and is subject to the Texas Open Records Act upon receipt of award. If a contractor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

18. Addendums

Any interpretations, corrections or changes to the proposal and specifications shall be made by addendum. Any explanation, clarification, or interpretation desired by a contractor regarding any part of the solicitation must be requested in writing to the purchasing office with sufficient time allowed for a written addendum to reach each contractor or before submission of proposals. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the proposal. Contractors shall acknowledge receipt of all addenda. Interpretations, corrections, or changes to the proposal made in any other manner are not binding upon the City of Nevada, and contractor shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. It is the sole responsibility of the contractor to check with the City of Nevada to ensure that all available information has been received prior to submission. The City will not be held liable for any addenda information not received by contractor.

19. Contact with City Employees / Council Members

In order to ensure fair and objective evaluation, all questions related to this proposal should be addressed to the City Secretary. Contact with any other city employees or council member is expressly prohibited without prior consent of the City Secretary. Contacting other City employees or

council members will risk elimination of their proposal from further consideration.

20. Compliance with Laws

Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performance of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

21. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal, state, county, and/or city statutes and regulations regarding the employment of aliens and others, and that all its employees performing work with the City meet the citizenship, or alien status requirements set forth in federal, state, county, and/or city ordinances and regulations. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any other liability which may be assessed against contractor or City in connection with any alleged violation of any federal, state, county, and/or city statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

22. Insurance

The City of Nevada requires vendor(s) to carry the minimum insurance as required by law, and additional coverage as set forth in "Insurance Requirements" in Section 38, below.

23. Competency of Contractor

The opening and reading of the proposal shall not be construed as an acceptance of the contractor as a qualified, responsible contractor. The City of Nevada reserves the right to determine the competence and responsibility of a contractor from its knowledge of the contractor's qualifications and other sources.

The City of Nevada will require submission with the proposal of supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor. The contractor will be required to furnish the following information:

- A. Itemized list of the contractor's equipment available for use on the contract.
- B. Copy of the latest available financial statements of the contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available)
- C. Evidence that contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- D. Evidence, in form and substance satisfactory to the City, that the contractor has been in existence in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.

24. Qualifications of Contractor

In the event that the City of Nevada shall require additional supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor, the contractor may be required to furnish any or all of the following information:

- A. Evidence that the contractor is capable of commencing performance as required in the contract documents.
- B. Evidence, in form and substance satisfactory to the City, that the contractor possesses the managerial and financial capacities to perform all phases of the work called for in the contract documents.
- C. Evidence, in form and substance satisfactory to the City that the contractor's experience in recycling collection and processing derives from operations of comparable size to that contemplated by the contract documents.
- D. Such additional information as will satisfy the City of Nevada that the contractor is adequately prepared to fulfill the contract.

25. Liens

The successful contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's contractor(s). If the City requests, a proper release for all liens, or satisfactory evidence of freedom from liens, it shall be delivered to the City.

26. Termination for Default

The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to:

- A. Meet delivery schedules.
- B. Make payments of any fees.
- C. Perform in accordance with these specifications.
- D. Keep equipment functional.

In the event the successful contractor shall fail to perform, keep, or observe any of the terms and conditions, the City shall give the contractor written notice of such default. If said default is not remedied to the satisfaction and approval of the City within ten (10) working days of receipt of such notice by contractor, default shall be declared and all the contractor's rights shall terminate. The contractor, in submitting this proposal, agrees that the City shall not be liable to persecution for damages in the event that the City declares the contractor in default.

27. Termination for Insolvency

The City may terminate this contract/agreement forthwith if any of the following occur:

- A. Insolvency of contractor: contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has

been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws.

- B. The filing of a voluntary or involuntary petition regarding contractor under the Federal Bankruptcy Code.
- C. The appointment of a receiver or trustee for contractor.
- D. The execution by contractor of a general assignment for the benefit of creditor.

28. Termination without Cause

Either Party, the City, or the contractor may terminate the contract, in whole or in part, without cause and with ninety (90) day notice. Upon receipt of a notice of termination, the contractor shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the contractor; to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. Wages

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, Social Security, unemployment, Federal Income Withholding Taxes, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, FLSA, for work performed by vendors employees for which the City may be found jointly or solely liable. In the advent of a Public Works project, the City and the contract are also governed by the Davis- Bacon prevailing wage rate.

30. Force Majeure

Notwithstanding anything herein to the contrary, contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of contractor.

31. Change Order

The City of Nevada reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the City of Nevada and acknowledged by the contractor. If the City changes the scope of work to be performed, Vendor may request new pricing or may cancel contract with 90-day notice, without penalty.

32. Books and Records

The contractor and City agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

33. Price Escalation

Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contractor shall provide the City of Nevada with copies of the appropriate indices for verification purposes. The City of Nevada reserves the right to approve or reject any and all requests for price escalations. If price escalation is rejected by the city, the vendor may cancel contract with a 90 day notice without penalty.

34. Protests

All protests regarding the solicitation process must be submitted in written form to the purchasing office within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or the contract documents.

Post-award protests must be submitted in written form within five (5) working days after award.

Protests must include, at a minimum, the name of protestor, proposal number and description, and a statement of grounds for protest. The City of Nevada respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

35. Remedies

The contractor and the City of Nevada agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

36. Venue

The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or in the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

37. Award

The City will award contract(s) for goods or services to the lowest responsible vendor that represents the "best value" to the City, price and other factors considered. When determining "best value," the following criteria will be considered as amended in Section 252.043 of the Texas Local Government Code:

- A. Purchase price.
- B. Reputation of vendor and vendor's goods/services.
- C. Quality of the vendor's goods/services.
- D. Extent to which the goods or services meet the City's needs.
- E. Vendor's past relationship with the City.
- F. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities.
- G. Total long-term cost to the City to acquire the vendor's goods or services.
- H. Any relevant criteria specifically listed in the proposal.

INSURANCE REQUIREMENTS

The contractor shall maintain at all times during the term of the contract, the following types and amounts of insurance coverage with an insurance company authorized to do business in the State of Texas and approved by the City of Nevada with the City named as a co-insured on the policy:

1. Commercial General Liability Insurance

Minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage.

2. Commercial Automobile Liability Insurance

Minimum combined single limit of \$1,000,000.00 per occurrence for any, non-owned and hired coverage.

3. Worker's Compensation Insurance

Statutory limits, including employer's liability coverage at minimum limit of \$500,000.00 per occurrence – each accident, \$500,000.00 per occurrence – disease, and \$500,000.00 aggregate – disease. For non-subscribers, or if a vendor has an Occupational Accident policy, proof of this will be acceptable.

4. Excess Umbrella Liability Insurance

Please provide proof of, if you have this. It is acceptable if this coverage is not in place.

The contractor shall deliver copies of the policies with all endorsements to the City. The policies shall provide that no modification, alteration, change or cancellation of the policy shall occur except upon 30 days written notice to the City.

The contractor shall hold the City harmless and indemnify the City, its officers, agents, servants and employees from and against any and all claims or suits for damage or loss of whatsoever kind or character, whether real or asserted, arising out of or in connection with this contract or the performance thereof, whether or not occasioned by the acts of omission or commission of the contractor, its agents, officers, servants and employees. It is the intention of the contractor and the City for the contractor to indemnify the City from its own negligent acts, whether or not said acts are combined with or free from the negligence of the contractor's agents, servants and employees.

INSTRUCTIONS TO PROPOSERS

This section outlines the general conditions under which the proposal shall be made as well as instructions on how to prepare and submit the proposals to the City. It also outlines the procedures that will be followed in selecting the successful proposal and in completing the contract.

Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the contractor. The City of Nevada and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

1. Applicable Law

The City has determined that this is procurement within the meaning of Chapter 252, Local Government Code, Vernon's Texas Civil Statutes. Many other statutes, regulations and guidelines may apply to the services being proposed, i.e. FCC, FAA, and others and may affect the way proposers choose to conduct business. Proposers must be familiar with all the legal requirements

to provide this service. All proposers must be able to legally conduct business in the State of Texas.

The successful proposer must comply with all federal, state, county, and local laws. The proposer agrees, during the performance of work or service, to comply with all applicable laws, codes, and/or ordinances of the City of Nevada, Collin County, and/or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

2. Process Overview

This section briefly outlines the major steps in the procurement process.

- A. Request for Proposals (RFP) released to potential proposers.
Deadline for receiving proposals.
- B. The City reviews all proposals, and selects proposals reasonably qualified for selection of award.
- C. The City and proposers enter into discussions of proposal, as necessary.
 1. Recommendation to City Council for contract award.
 2. Execution of contract.
 3. Execution of appropriate bonds.

Failure to execute the contract within ten (10) days after the completed contract documents are delivered by the City of Nevada shall entitle the City to rescind the award and retain the proposal security. In the event the City of Nevada should be required to re-advertise because of the failure to execute contract documents, the defaulting vendor shall not be eligible to submit a proposal.

3. Process Detail

A. RFP Release

In accordance with State law, notice of the time and place, when and where, the proposed contract shall be published in the local newspaper once a week for two (2) consecutive weeks prior to the time set for letting the contract. The first publication will be printed at least fourteen (14) days prior to the date set for letting the contract.

B. Questions Pertaining to Proposal

Questions pertaining to this proposal will not be addressed after August 25, 2021 at 3:00 pm. All questions should be addressed to:

Judy Hill
City Secretary
972-853-0027
Citysecretary@cityofnevadatx.org

C. Opening of Proposals

All proposals must be received in the City Secretary's office no later than the proposal opening date and time shown on the cover letter, September 1, 2021 3:00 pm.

Proposals shall be opened by the City so as to avoid disclosure of contents to competing offers and maintain confidentiality during the process of negotiation. Proposals will not be publicly read. It is the responsibility of the proposers to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information, and other proprietary information. Trade secrets and confidential information contained in the proposals and clearly identified as such will not be open for public inspection upon mere request under

the Open Records Act. However, the City will release and provide all information required to be furnished under the Open Records Act.

D. Selection of Reasonably Qualified Proposals

The City of Nevada will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Nevada will determine which proposals are reasonably qualified for the award of the contract.

The City of Nevada may, at any time, investigate a proposer's ability to perform the services. The City of Nevada may ask for additional information about the company and its service on previous contracts. Proposers may choose not to submit information in reply to the City of Nevada's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Nevada would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Nevada may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Nevada.

E. Discussions with Reasonably Qualified Proposers

After selection of reasonably qualified proposers, the City of Nevada may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.

The City of Nevada and the proposer will review in detail all aspects of the City's requirements and the proposal. During the review of these proposals, the proposer may offer minor revisions that do not significantly alter the original proposal and the City of Nevada may accept the revisions in the proposal.

F. Recommendation to City Council

City Staff will recommend the most responsible proposer whose best and final offer is determined by the City to be the most advantageous, taking into consideration the relative importance of price and other evaluation factors. Staff may recommend rejection of all bids to the City Council. City Council reserves the right to reject all bids in connection with this request for proposal.

G. Execution of Contract

The City Council shall authorize award of the contract to the successful proposer and designate the successful proposer as the City of Nevada contractor, subject to execution of the contract documents by City and Proposer. The City of Nevada will require the proposer to sign the contract documents and provide the required Performance Bond and provide evidence of insurance as required under the contract documents. No work shall commence until the contract documents are signed.

No contract shall be binding on the City until it has been executed by the Mayor. Further, no contract for this project may be signed by the City of Nevada without the authorization of the City Council.

After the contract is signed, the City will not make allowances for any failures by the designated contractor, which affect the ability to provide services explicitly included in the contract.

H. Execution of Appropriate Bonds

The designated contractor shall execute the Performance Bond and Proof of Insurance conforming to requirements as set forth in the contract. Cost for such Bonds shall be paid by the designated contractor. Proof of Insurance must accompany the executed contract.

4. Required Documents

Proposals must be prepared in accordance with these instructions. The proposal package must include the following information documents in the following order with each section separated with labeled tabs/dividers:

The entire package must be sealed and addressed to City of Nevada Attention: Judy Hill, City of Nevada at 424 E. FM 6 Nevada, TX. 75175. Mark plainly on the outside of the package the title of the proposal. Indicate the opening time and date on the package and clearly indicate a return address. **A minimum of one (1) original and four (4) copies of the proposal shall be submitted for evaluation.**

All responses and accompanying documentation will become the property of the City of Nevada. Proposers are advised that the City makes absolutely no guarantee that it can protect the confidentiality of any information submitted in this proposal. Contractor must indicate confidential, proprietary or any other information that they do not wish to be publicly disclosed without their approval.

A. Cover Letter

Include a cover letter transmitting the proposal to the City of Nevada, indicating the information included above (title of procurement and opening time and date). In addition, the cover letter must indicate that the contractor's company agrees to be bound by the proposal submitted to provide for the services specified in the contract and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

If the proposal represents offerings to be made by different firms or organizations, the City of Nevada will do business only with the contractor and will require the proposer's organization to assume responsibility for the total project. An authorized official of the proposer's organization must sign the proposal.

Power of Attorney authorizing agent or others to sign the proposal must be certified in writing.

B. Appropriate Proposal Security

No proposal will be considered unless it is accompanied by a cashier's check or certified check on any state or national bank, or acceptable bond, payable unconditionally to the City of Nevada. The cashier's check, certified check, or bond shall be in an amount of not less than \$5,000. This security is required by the City of Nevada as evidence of good faith and a guarantee that, if awarded the contract, the contract and required bonds will be executed and proof of insurance provided.

Refusal to execute the contract in accordance with the proposal, or failure to give such bonds as may be specified in the contract documents, shall cause forfeiture of the proposal security. A proposal Security will not be forfeited, should terms not be reached.

The proposal security, if a negotiable instrument, will be returned after the City and the successful proposer for the project have executed the contract, or if no award is made.

C. Executive Summary

Each proposal must contain an executive summary that contains a brief description of the major contents of the proposal.

D. Firm Background

Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and disposal and recycling processing. Also include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations. Provide information regarding proposer's plan, ability, and experience in disaster recovery or work shut down periods.

E. Financial History

Provide audited financial statements for the past five (5) years, list major stockholders/principal owners, list principal corporate officers and provide annual report to shareholders, if available/applicable. If in business for less than five (5) years, financial statements should be supplied for each year in business.

F. Experience and References

Discuss the contractor's prior service experience in providing the proposed service to other organizations of comparable size. Provide references of the five (5) most recent contracts with cities where solid waste/recycling collection services were provided.

References must include: **City's name:**
 Contact:
 Address / Telephone Number:

G. Evidence of Good Standing

Evidence that the contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

H. Disposal and Processing Site

With regard to the disposal site and processing site pursuant the services requested in this RFP, provide the name of the owner and operator of the site(s), the location of the site(s) and proximity to the City of Nevada, site(s) permit/license information, and evidence of ownership, lease or contractual agreements by the proposer for use of the site(s) for the duration of the contract period. Provide information related to the disposal sites projected capacity including the specific projected life (in years) of the disposal site.

I. Equipment Listing

Contractors must provide a detailed listing (with specifications including weight) of all motorized equipment and vehicles used for the proposed provision of these services. Provide a detailed description of contractor's preventive maintenance, maintenance, substitution, and disaster recovery plan as it relates to this equipment.

J. Polycart/Bin Specifications and Warranty

Include detail specifications of polycarts and bins that are being proposed. Upon termination of contract the vendor shall pick up all carts within 3 weeks of the contract termination.

K. Environmental Hazard Disposal

Include a statement as to the contractor's disposal method for environmental hazard waste.

L. Customer Service Policy / Satisfaction Program

Provide a detailed description of customer service approach, plan and program including number of customer service personnel, turn-around time on customer service inquiries, sample customer service reports, customer service center location, customer service phone policies, and any other pertinent and applicable information.

M. Description of Residential Plan / Schedule

Describe the proposed plan / schedule for the collection of residential waste. This must include days of the week for collection and method for allocating collection equipment and human resources pursuant to the collection plan. Also describe the type(s) of refuse containers acceptable under this plan.

Include in this section the number of free "dump days" that will be allowed per year. Also include in this section your Christmas tree pickup plan.

N. List of Recently Disposed and Pending Litigation

Provide the style and site of any current pending litigation and any litigation settled or disposed within the past three (3) years against the contractor, including its parent, sister or subsidiary companies. Also provide information concerning any arbitration or mediation of disputes in connection with solid waste collection or recycling services for the past three (3) years including the name, address and phone number of the parties involved, the nature of the dispute and the ultimate resolution through arbitration, mediation or other form of alternate dispute resolution.

O. History of Regulatory Compliance

Provide a list of any current pending administrative orders or violations of federal, state and local laws, rules and codes for which the contractor has been sited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the past three (3) years.

P. List of Acceptable Recyclable Materials We currently do not have this service

Include a list of recyclable materials that will be accepted for pickup.

Q. Insurance Certificate, Surety Letter & Power of Attorney

As required within these specifications.

R. Executed Copies of Contractor's Warranties, and Conflict of Interest Questionnaire

As provided in Appendix A, B, C.

S. Addendum Acknowledgments

Include acknowledgment for any addendums that have been issued regarding this RFP by the City of Nevada.

T. Pricing Information

Please provide a franchise fee based on your experienced recommendations, considering the billing/collections will be made by the vendor, not the city.

5. Confidentiality

In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing contractors and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to contractor, upon request, after award of the contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the proposer to defend that challenge.

6. Disqualification of Contractor

Contractors may be disqualified for any of the following reasons:

- A. Reason to believe collusion exists among the contractors.
- B. The contractor is involved in any litigation against the City of Nevada.
- C. The contractor is in arrears on an existing contract or has failed to perform on a previous contract with the City of Nevada.
- D. Lack of financial stability.

7. Proposal Evaluation and Selection

The procedure for proposal evaluation and selection is as follows:

- A. Request for proposal issued.
- B. Receipt of proposals.
- C. Opening and listing of all proposals received.
- D. An evaluation committee shall evaluate each proposal in accordance with the requirements of this proposal. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the evaluation committee makes its recommendation.
- E. The evaluation committee shall recommend to the City Council acceptance of the proposal which the committee believes to be in the best interest of the City. The evaluation committee shall base its recommendation on the following criteria, weighted as follows:
 - 1) Pricing (25%).
 - 2) Ability to provide high-quality service to the City of Nevada residents and businesses, including but not limited to, evidence of the type and number of equipment, reputation, personnel, established procedures, financial condition and stability of the proposer (50%).

- 3) Prior experience in the industry, and prior service to the City of Nevada or to other municipalities in a high-quality manner (20%).
- 4) Innovative approach to fulfilling contract requirements as demonstrated in proposal (5%).

8. Personal Interviews

The City may determine the necessity, on a case-by-case basis, of conducting personal interviews. The City is under no obligation to interview any applicant. An interview is for informational purposes and does not mean or imply any obligation on the part of the City.

9. Remuneration

Contractor shall quote a rate for service per household and business per month, including Franchise fees.

Contractor shall bill the residential units, commercial and industrial services and remit applicable franchise fees to the City on a regular monthly basis.

Rate adjustments will be considered by the City of Nevada annually if requested by contractor no later than October 1st each year. The Consumer Price Index and fuel adjustment shall be used to adjust the rate.

10. Ownership

Title of refuse and recyclable materials shall pass to the contractor when placed in contractor's collection vehicle, removed by contractor from a bin or container, or removed by contractor from the customer's premises, whichever last occurs.

11. Types of Collection

- A. Residential collection – at the premises of residential accounts held by the City of Nevada and served by the contractor, collection shall occur a minimum of once weekly. Further, contractor shall provide a copy of maps indicating the routes used in collection of waste from all residential customers. The City of Nevada has the right to reject and request modification of routes, and updates on routes of contractor.
- B. Commercial and industrial accounts – contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonable. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste.
- C. Brush/Bulky wastes collection – contractor shall provide a special collection service for brush/bulky wastes and/or bundles to all residential customers. Contractor agrees to collect such large objects and quantities of waste such as stoves, water tanks, washing machines, furniture, construction debris and other waste materials other than dead animals or hazardous waste. Bundle materials shall include tree, shrub and brush trimming or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 50 pounds in weight.
- D. Hazardous Waste Collection- contractor shall provide a special collection service for hazardous waste materials. Proposals could include a monthly door to door service and/or an annual collection day for such materials.

12. Collection Operation

Collection of solid waste shall begin no earlier than 7:00 AM and shall generally not extend beyond 7:00 PM. No collection shall be made on Sunday unless proper notification is received by the city secretary.

Hours of disposal by contractor shall be within the operating hours of the disposal site.

Routes of collection shall be established by the contractor as approved by the City of Nevada. The City shall be provided route collection maps and container locations.

Holidays shall be the following for purposes of this contract:

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

When a holiday falls on a week day (Monday through Friday), contractor will delay all routes one day from the day of the holiday until the end of the week, completing all routes on Saturday of that week.

13. Complaints

At a minimum, customer complaint procedures shall provide that the customer complaint will be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. Any missed pickups of residential refuse will be collected the same business day if notification to the contractor is provided by 2:00 PM but not later than 12:00 PM the next business day if notification is provided after 2:00 PM.

14. Disposal

The contractor shall deliver solid waste collected to a licensed sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA.

15. Spillage

The contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, contractor shall then be entitled to an extra charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the contractor shall be compensated for such additional services.

16. Vicious Animals

Employees of the contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

17. Protection From Scattering

Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

PROPOSAL

The proposal amount is for a rate of:

BASE SERVICE RESIDENTIAL curbside collects all service (garbage, bulky waste, and brush)

Automated Solid Waste Collection

Per unit per month, 95 gallon polycart once a week collection

Once per week/bulky collection (Saturday) \$ _____

Cost for Additional Solid Waste Polycart \$ _____

Senior Citizen Discount (62 years or greater) \$ _____

ALTERNATE SERVICES RESIDENTIAL

A. Recyclable Materials Collection and Processing Optional

Per unit per month

Once a week collection, 95 gallon polycart \$ _____

B. Recyclable Materials Collection and Processing

Per unit per month

Once a week collection, 95 gallon polycart \$ _____

C. Additional price for twice monthly bulky waste and brush pickup for residential customers (or list if included in base rate)

\$ _____

D. Additional price to provide up to 5 cubic yards of loose brush not required to be cut in 4 feet lengths, nor tied and bundled on one monthly pickup bulky waste and brush pickups

\$ _____

E. Provide two times a year special brush pickup up to 15 cubic yards that does not have to be cut in 4 feet lengths, nor tied and bundled

\$ _____

F. Temporary residential roll-off containers or other similar service

\$ _____

OPTIONAL SERVICES RESIDENTIAL

For each optional service, contractor shall provide the additional cost per household, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal. These are not required to bid; we are simply asking to be inclusive. The City does not currently have a recycle program. If you offer those services, it would be voluntary of the citizens.

A. Drop-off

1. Solid waste – access to a landfill, transfer station, etc. \$ attach proposal
2. Recyclables – access to a drop-off site. \$ attach proposal
3. Missed pickups – Please provide your recommended Schedule for pickups. \$ attach proposal

B. Household Hazardous Waste

1. City paid events
Contractor to propose a program similar to an annual event serving the residents and provide cost estimates. \$ attach proposal
2. Contractor paid events
Contractor to propose a program as in B.1. For which the contractor pays all costs. \$ attach proposal
3. On-demand service
Contractor to propose a program where residents call in for household hazardous waste to be picked up at the house. \$ attach proposal

C. Residential Green Waste

Contractor to propose a green waste program that includes collection and recycling of yard waste, separate from bulky waste collection. Include proposed collection schedule.
\$ attach proposal

Estimate of City of Nevada services to be provided at no charge:

Location Description	Address	Size	# Lifts	Price
City of Nevada	424 E. FM 6 Nevada	95 Gallons of trash	1/wk.	
		1 recycle Bin (if applicable)	1/wk.	

APPENDIX A
PROPOSER GUARANTEES

State of _____
County of _____

_____, being first duly sworn disposed and says that:

1. He/She is the (owner, partner, officer, representative or agent) of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and all the pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way clouded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or to fix any overhead, profit or cash element of the proposal price or the proposal price of any other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner of any person interested in the proposed contract; and the price or prices quoted in the attached proposals are fair and proper.
5. All responsible parties will comply with Chapter 176 Local Government Code and complete the Conflict of Interest Questionnaire (CIQ).

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC IN AND FOR

_____ County, _____ My
commission expires: _____

APPENDIX B
PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Nevada.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

**APPENDIX C
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**

<p>For vendor or other person doing business with local governmental entity</p> <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received:</p>
<p>1. Name of person who has a business relationship with local governmental entity.</p>	
<p>2. _____ Check here if you are filing an update to a previously filed questionnaire.</p> <p>(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)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	

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(a-1), 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

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