



## REQUEST FOR PROPOSAL SPECIFICATIONS—CITY OF ELKHART, TEXAS SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE

1. **Generally.** The City of Elkhart is seeking to award an exclusive franchise to a contractor for the collection and lawful disposal of residential and commercial solid waste. The exclusivity of the franchise is within the City limits of Elkhart, Texas.
  
2. **Residential Solid Waste Services.**
  - a. **Once/ Twice Per Week.** Once per week collection (with customer option of twice per week) of solid waste contained in solid waste carts provided by the Contractor at its sole cost and expense and as otherwise allowed under the Contractor's rules. One cart shall be provided to each customer. Customers shall have the option to acquire a second cart at an additional cost. [A solid waste cart means a receptacle equipped with wheels and a bar, with a capacity approximately 96 gallons designed to be mechanically dumped into a loader-packer type truck. Contractor shall be responsible for replacing carts that fail or are damaged through normal use]. In its proposal any respondent must identify any set-out limits that apply (for example, a certain number of bags in addition to the cart). Such limits should not apply to:
    - 1) The first collection following a Holiday (as subsequently defined);
    - 2) The first collection following a move-in or move-out; or
    - 3) Monday of the last full week of December to Saturday of the first full week of January.
  
  - b. **Yard Trimmings.** Once per month collection of yard trimmings contained in yard trimming bags or bundles. A bundle is yard trimming securely tied together that may be easily handled, not to exceed four (4) feet in length or fifty (50 lbs.) pounds in weight.
  
  - c. **Bulky Waste.** Once per month collection of bulky waste not to exceed the greater of one item or two cubic yards. Bulky waste examples include, but are not limited to appliances, furniture, carpet and brush. (Refrigerators must have CFCs removed). Contractor preferably should also provide a service whereby customers with excess bulky items can arrange for collection at an added cost.
  
  - d. **Hazardous Waste.** Twice per year Program Household Hazardous Waste and Electronics collection and disposal at a site provided by the City.
  
  - e. **City-wide Cleanup.** Twice per year Program Household Clean-up collection and disposal at a site provided by the City.

### 3. Commercial Service.

- a. A commercial unit is any unit that does not constitute a residential unit.
- b. **Small Commercial Customer** – a commercial customer that does not require a dumpster and can be served by a commercial solid waste cart (and may pay for additional carts). Once per week collection.
- c. **Commercial Units** –
  - 1) **Dumpster Collection.** Customers requiring collection of solid waste via dumpster. The Contractor and the customer mutually determine the number, size and location of the dumpsters, and the frequency of collection/collection days.
  - 2) **Roll off Services.** Customers requiring collection of solid waste via roll-offs. The Contractor and the customer mutually determine the number, size and location of the roll-offs, and the frequency of collection/collection days.

### 4. City Facility Services.

The Contractor will be expected to provide the City, free of charge a dumpster at each of the following locations:

- City Hall-4cy
- City Wastewater Plant-4cy
- City Public Works Building-4y; and
- City Athletic Complex-4cy (Seasonal).

Once per week collection applies.

5. **City-Wide Clean-up Days.** The selected contractor must hold at least two (2) City-wide clean-up days per year providing an initial three (3) roll-offs per event at a site to be provided by the City, and providing continual hauls and replacement of roll-offs for the duration of the event itself.
6. **Equipment.** Only vehicles in good working condition and maintained in good working condition shall be used in the collection of solid waste in Elkhart. Vehicles leaking fluids and emitting excessive exhaust will not be tolerated. Vehicles shall also be periodically sanitized to control odor. Tarps or other coverage shall be used to prevent blowing or scattering of refuse from the vehicle. Any spillage, leakage, or scattering from the vehicle must be promptly cleaned-up by the Contractor. The Respondent's proposal must address how it intends to prevent and mitigate such occurrences.
7. **Routes.** Routes must be worked out in advance with the City.
8. **Contractor's Customer Rules.** Each respondent must provide a copy of their Customer Rules and identify how they communicate these rules to customers, and the enforcement process.

- 9. Customer Service and Handling of Complaints.** Each respondent shall identify the customer service resources that it makes available and describe how complaints are handled---including the time within which corrective action will be taken (for example a missed address or addresses).
- 10. Continuity of Personnel/Technology.** A major issue which leads to missed addresses, streets, and parts of town is the turnover or movement of personnel. Each respondent shall identify steps taken to maintain a degree of uniformity personnel serving the City to assure familiarity with the routes/customer addresses. In addition, the respondent should identify any technology it implements to avoid missed addresses, whether GPS-based or otherwise.
- 11. Hours of Operation.** Collection of Residential Waste and from Commercial Customers whose property is immediately adjacent to Residential Units shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 12. Franchise and Billing Fees.** The Franchise Fee to be paid to the City by the selected franchisee shall be 5%. The billing of all customer accounts shall be conducted by the City for which the franchisee shall pay the City a 10% fee. Because these fees are generally passed through to the customer, the base fees proposed hereafter shall not include the franchise and billing fees. ONLY the base fee (net of the franchise and billing fees) may be considered for any percentage service fee increase based on increased costs. [The invoice from the franchisee shall only be for the base fees; Franchise and Billing Fees are included on the invoice to the customer by the City. When bills are paid by customers Franchise and Billing Fees are retained as a first priority by the City, and the remainder is paid to the franchisee. The City is only responsible to pay the franchisee from the payments actually received by the City. The City is not responsible for uncollectables or bad debts—however, should such amounts later be recovered, the appropriate share thereof shall be paid to the franchisee].
- 13. Insurance and Indemnity.** The selected Contractor shall procure and maintain, during the term of franchise and any extensions thereof, at its sole cost, the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

COVERAGE LIMITS OF LIABILITY Commercial General Liability BI & PD Each Occurrence \$1,000,000 BI & PD General Aggregate \$4,000,000 Medical Expenses \$5,000 Workers' Compensation Employer's Liability Per Statutory Provisions \$500,000 Commercial Auto Liability Bodily Injury Each Person Bodily Injury Each Accident Property Damage Each Occurrence Combined Single Limit \$1,000,000 \$3,000,000 \$1,000,000 \$4,000,000 Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage Umbrella Liability (Excess) Over GL, Auto & Employers Liability \$2,000,000.

The City shall be named as an additional insured on all liability policies, and such coverage shall be primary. All policies must provide for a 30-day notice of cancellation to the City. All policies

must waive subrogation against the City and its employees. In addition, in the Franchise Agreement, the franchisee must agree to indemnify and hold the City and its employees harmless from any claims, causes of action or damages arising from the franchisee's operations. A respondent's proposal must describe its ability and willingness to comply with these requirements.

- 14. Performance Bond.** The franchisee must provide a performance bond in the sum of \$100,000 securing its good and faithful performance under the Franchise Agreement. Said bond must be issued by a surety licensed to write surety bonds in the State of Texas and be payable to the City as beneficiary.
- 15. Modification of Rates.** The process for the potential annual modification of base rates for cost increases will be based on standard indexes agreed to in the Franchise Agreement, but in no circumstance may a base rate increase more than 5% in any year.
- 16. Terms and Conditions.** It is not possible to address every term and condition of the Franchise Agreement in these specifications. What can be said is that the award of the franchise is not final until a Franchise Agreement acceptable to the City and its legal counsel is reached.
- 17. Residential Price Proposal.** Please complete Appendix A attached hereto.

BASE PRICING DOES NOT INCLUDE FRANCHISE AND BILLING FEES.

- 18. Commercial Price Proposal.** Please complete Appendix B attached hereto.

BASE PRICING DO NOT INCLUDE FRANCHISE AND BILLING FEES. [Prices include all disposal fees]

- 19.** Please describe your company's method and approach to providing the services being requested.
- 20.** What is the average age of the trucks in your company's fleet?
- 21.** Would your company be using any trucks over eight (8) years old to serve the City if selected?
- 22.** Describe any background checks performed on personnel; any safety checks performed on personnel; and the training provided to personnel.
- 23.** Do you have a drug and alcohol policy for employees? Explain.
- 24.** If selected, where will the solid waste be taken for disposal?
- 25.** ARE YOU WILLING TO NEGOTIATE REASONABLE ADMINISTRATIVE FEES TO BE PAID BY YOUR COMPANY AS PART OF THE FRANCHISE AGREEMENT FOR FAILURES OF PERFORMANCE (MISSED COLLECTIONS, MISSED UNIT BLOCKS, FAILURE TO TIMELY CLEAN-UP SPILLAGE, ETC)?

**26.** Please complete Appendix C.

**27.** You will need to complete the Conflict of Interest form attached as Appendix D and return it with your response.

**APPENDIX A  
RESIDENTIAL BASE FEES**

Residential Solid Waste Collection and Disposal [with any modifications to requested levels fully described]

Once per week pickup. \$ \_\_\_\_\_ per month. Second Cart Fee \$ \_\_\_\_\_.

Twice per week pickup. \$ \_\_\_\_\_ per month. Second Cart Fee \$ \_\_\_\_\_.

Fee for Additional Bulky Waste Items \$ \_\_\_\_\_ per item [or if have specific different fees for different types of items—provide that pricing]

**APPENDIX B  
COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL**

**Dumpster Weekly Collection - Frequency Type and Size**

- Small Commercial Cart
- Additional Cart
- 2 CY Dumpster
- 3 CY Dumpster
- 4 CY Dumpster
- 6 CY Dumpster
- 8 CY Dumpster
- 10 CY Dumpster
- 2 CY Dumpster Compactor
- 3 CY Dumpster Compactor
- 4 CY Dumpster Compactor
- Other:

**Proposed Fees for Extra Pick Ups for Dumpster Services (Per Pickup)**

- 2 CY Dumpster
- 3 CY Dumpster
- 4 CY Dumpster
- 6 CY Dumpster
- 8 CY Dumpster
- 10 CY Dumpster
- 2 CY Dumpster Compactor
- 3 CY Dumpster Compactor
- 4 CY Dumpster Compactor
- Other:

**Proposed Fees for Roll-Off Services**

- Roll-off Type and Size
- Container Rental Fee (Per Month)
- Initial Delivery Fee (One-time)
- Collection Fee (Per Pull)
- Disposal Fee (Per Ton)
- 10 CY Roll-off
- 20 CY Roll-off

- 30 CY Roll-off
- 40 CY Roll-off
- 25 CY Roll-off Compactor
- 30 CY Roll-off Compactor
- 40 CY Roll-off Compactor
- Other roll-off types and sizes to be provided, including proposed fees if awarded the Agreement
- Proposed Other Fees for Commercial and Roll-off Services
- Description of Service Fee Lock per month
- Set of Casters per month
- Opening and Closing of Enclosures per month



## APPENDIX “C”

### 1. Company Information

Company Name:

Address:

Phone Number:

Fax Number:

Contact Person:

E-mail Address:

Form of Business (corporation, limited partnership, limited liability company, etc.):

State/date of Incorporation or Organization: (If not a domestic entity—also provide proof of authority to conduct business in this state) If an LP identify the general partner and all limited partners:

### 2. Experience and References.

How long has your company been providing solid waste collection and disposal services?

How many Texas cities does your company currently serve?

Identify at least five (5) Texas cities that your company currently serves and provide a contact and contact information for each.

Identify five (5) references being municipal officials not identified as contacts in response to the foregoing request.

What do you believe distinguishes your company from other providers of this service in the local area [use additional pages if needed]?

**3. Identification of Municipal Contract Litigation, Arbitration, Settlements; Early Terminations; and Existing Disputes**

During the past 5 years identify all litigation, arbitration proceedings, settlement between the proposer and any municipality in Texas regarding solid waste collection and/or disposal services.

Municipality:

Nature of Dispute:

Outcome:

[Continue with additional attached pages if necessary]

During the past eight (8) years, identify any contract of the proposer with a Texas Municipality that was ended prior to the end of its term, whether terminated by the municipality, the proposer, or by mutual agreement.

Municipality:

How/by whom Terminated:

Stated Reason:

Year:

[Continue with additional attached pages if necessary]

Identify any municipal entity served by proposer that is currently threatening termination of a contract with proposer; threatening litigation against the proposer; or has an official complaint of the municipality itself as to the proposer's performance pending with the proposer.

Municipality:

Nature of Municipality's Complaints:

**APPENDIX D**  
**REQUEST FOR PROPOSALS FOR GRANT OF SOLID WASTE COLLECTION AND DISPOSAL**  
**FRANCHISE - CITY OF ELKHART, TEXAS**

The City Council of the City of Elkhart, Texas is requesting proposals from qualified providers to be awarded the exclusive franchise to provide residential and commercial solid waste collection and disposal services within the corporate limits of the City of Elkhart. The current franchise expires October 1, 2019. The awarded Franchisee will be expected to immediately assume the responsibilities of solid waste collection and disposal at Midnight, October 1, 2019. The term of the Franchise shall be five (5) years unless earlier terminated in accordance with the Franchise Agreement. Renewal terms may be mutually agreed to between the parties in writing. Proposals will be received until August 5, 2019 at 6:00 p.m. C.S.T. Late proposals will be returned unopened. Proposals must be sealed in an envelope clearly marked on the outside "City of Elkhart Solid Waste Services." Sealed proposals (total of eight (8) copies) must be delivered to Ami Ashworth, City Secretary at Elkhart City Hall, 110 W. Parker Street, Elkhart, Texas 75839. Faxed or electronically mailed proposals will not be accepted. Review of the "Solid Waste Franchise RFP Specifications" is necessary to properly respond to this RFP. The Specifications are available at the City Secretary's Office. Where the Specifications provide forms to be used, such forms must be used. Proposals will be opened by the City Secretary on Monday, August 5, 2019 at 6:00 p.m. CST at the Regular Meeting of the Elkhart City Council, location to be determined. The names of the proposers from whom proposals have been received will be publicly read. In accordance with Section 252.049 of the Texas Local Government Code, the contents of the competing proposals will not be read or made public. Proposals are not public information until after a contract has been awarded. The City makes no guarantee that information that a proposer believes is proprietary or a trade secret will be considered exempt from public disclosure. Therefore, proposers should use care in including information that they consider confidential. ANY portion of a proposal that the proposer claims is a trade secret or is proprietary and confidential MUST be clearly marked CONFIDENTIAL. Please note that pricing information, general methods of service provision, and other such matters are NOT trade secrets or proprietary information. After initial review by staff and legal for compliance, the proposals will be distributed to the members of the City Council. The City Council will select a proposal for award of the solid waste collection and disposal franchise at its meeting to be held on August 5, 2019, at 6:00 p.m. CST. Criteria important to the City include: Reputation, references, experience, capabilities, and demonstrated ability to perform; Methods of provision of services, dependability, and fit with the City's needs; Price/Cost; and Additional consideration to the community. The City reserves the right to waive any technicalities or informalities where such is in its best interest, and to accept or reject any proposal, or reject all proposals as deemed in the best interest of the City. City representatives may conduct discussions with proposers for the purpose of arriving at best and final offers. If this occurs, all proposers will be given the opportunity to provide a best and final offer. Best and final offers must be in writing. The City will select the proposal which offers the best fit for the City's needs and offers the City the best value. An award will not be considered final until a Franchise Agreement acceptable to the City is executed.