



**CITY OF DONNA
REQUEST FOR PROPOSALS
2021-006**

Formal Sealed Request for Proposals addressed to City Secretary, will be received on April 27, 2021 until May 28, 2021 at 1:00 pm at 307 S 12th ST. Donna, Texas 78537. All Request for Proposals must be in the City of Donna's possession on or before May 28, 2021 at 1:00 pm. Request for Proposals received past the aforementioned deadline shall not be accepted/considered. The City of Donna intends to award a contract for the following:

RFP #2021-006 Solid Waste and Disposal Service

Questions may be emailed to jgonzalez@cityofdonna.org, please be sure to indicate the relative project number and project title.

The City of Donna reserves the right to accept or reject any or all responses, to waive any or all formalities and to accept the RFP to be the best and most advantageous to the City and to hold the response for a period of forty-five (45) days without taking action. **No electronic proposals will be accepted.**

Envelopes must be clearly marked: PROJECT No.: 2021-006
RFP – Solid Waste and Disposal Service

AMENDMENT: Deadline extended to May 28, 2021 at 1:00 pm

AMENDMENT #2: Specs added to RFP, pages to follow.

AMENDMENT #3: Term paragraph updated.

City of Donna
Norma Yanez, City Secretary
citysecretary@cityofdonna.org

**Amendment #2 & #3 for
RFP#2021-006 THE CITY OF
DONNA
SOLID WASTE COLLECTION AND DISPOSAL SERVICE
RFP #2021-006**

SCOPE OF WORK

The scope of work shall consist of commercial, industrial, construction/demolition debris, and residential refuse collection and disposal, including all the supervision, material, equipment, labor and all other items necessary to complete said work. The scope of work does not include the collection of Unacceptable Waste.

Current Number of 96-gallon carts in city: 4,500

Current Number of Brush/Bulky item collections: 4,400

SERVICE PROVIDED

Proposer shall provide automated curbside collection service for the collection of residential and small business refuse to each residential unit and small business with cart service one (1) time per week. Proposer shall provide an appropriate container to each residential unit and small business. Proposer shall pick up and remove up to ten (10) cubic yards of brush/bulky waste once each month from each residential unit and small business with cart service under a schedule with City. City shall require, by ordinance that containers and brush/bulky waste shall be placed at curbside by 7:00 a.m. on the designated collection day.

Proposer shall provide dumpster bin collection services for the collection of refuse to commercial units, industrial units, and multi-family residential complexes of four (4) or more dwellings according to individual agreement.

Proposer shall provide dumpster bin collection services for the collection of construction/demolition debris to commercial, industrial, residential, and multi-family residential complexes of four (4) or more dwellings according to individual agreement.

Proposer shall make available or provide for the special collection from Residential units for Stable Matter upon terms and conditions as bidder shall specify. Also, bidder may from time to time provide for the special collection of Dead Animal at Commercial, Industrial, and Residential Units at its sole discretion and upon such terms and conditions as Proposer shall specify. Proposer may from time to time provide for the special collection of tires from commercial customers at its sole discretion and upon such terms as Proposer shall specify. In the event that the residents or commercial units may desire pick-up of excessive or unusual items, overfilled carts/containers, or service not contemplated by ordinance, such customers should make independent

arrangements with Proposer. Proposer shall have no obligation whatsoever to collect Unacceptable waste or special waste. Debris from lot clearing operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from a general clean-up on vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will not be removed by Proposer as a part of regular service but may be removed for the owner of the property on payment of an extra charge as agreed to between the owner and Proposer with such payments being made directly to Proposer.

Proposer shall provide the following services to City owned or operated properties at no additional cost.

- o City Hall - One 4 cubic yard dumpster serviced 1 time per week
- o City of Donna Parks & Recreation- One 8 cubic yard dumpster serviced 1 time per week
- o City of Donna Multipurpose Building- One 4 cubic yard dumpster serviced 1 time per week
- o City of Donna Shop- One 4 cubic yard dumpster serviced 1 time per week
- o Amigo's del Valle - One 6 cubic yard dumpster serviced 1 time per week
- o Boy's & Girl's Club of Donna- One 3 cubic yard dumpster serviced 2 time per week
- o Twelve (12) 30 cubic yard roll-off container serviced once a month to be placed at a City Designated Location monthly. All items placed in the container must be acceptable at a State regulated landfill under TCEQ guidelines. The container shall be monitored at all times by city personnel to assure only acceptable items are placed inside of the container.
- o City of Donna Incinerator site- Four (4) 30 cubic yard dumpster serviced 1 time per week.

LOCATION OF BINS, CONTAINERS, BRUSH/BULKY WASTE FOR COLLECTION

Containers and brush/bulky items shall be placed at curbside, for collection as required by City ordinance. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, brush/bulky items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, brush/bulky items shall be placed as close as practicable to an access point for the garbage truck. Proposer may decline to collect any residential refuse not properly placed in a Proposer issued container.

Proposer shall provide bins for commercial and industrial units whenever customers request their use. Each bin shall be placed in an accessible, unobstructed location on a hard surface according to individual agreement, subject to City ordinance. Proposer may decline to collect refuse in bins not so placed to permit a garbage truck unobstructed access. Proposer is not liable and shall be held harmless for surface damage that occurs through normal course of collection.

ITEMS NOT COLLECTED

Items not collected in the scope of work include Unacceptable Waste, batteries, tires, liquids of any kind, Hazardous Waste, asbestos, junk vehicles, dirt, rocks, asphalt, asbestos shingles, items containing Freon, corrugated metal, or any materials not included under the definitions of garbage, rubbish, commercial and industrial refuse, residential refuse, construction/demolition debris or brush/bulky waste.

HOURS OF OPERATION

Collection of residential refuse shall not start before 7:00 a.m. or continue after 8:00 p.m. on the same day unless by the mutual agreement of City and Proposer due to unusual circumstances.

Collection of commercial and industrial refuse as well as construction/demolition debris shall take place according to agreement between Proposer and its customers but such agreement shall conform to the terms of City ordinance.

ROUTES OF COLLECTION

Residential unit and small business collection routes shall be established by Proposer. Proposer may from time to time propose changes in routes or schedule, which approval shall not be unreasonably withheld. Upon City's approval of the collection routes or any subsequent proposed changes, City shall promptly give written or published notice to the affected residential units.

Commercial and industrial unit collection routes shall be established by Proposer. All routings must comply with City and State traffic laws. Proposer is not to use alleyways for traffic passage unless bins are located in an improved alleyway.

COMPLAINTS

All complaints from a producer, public or the City shall be made directly to Proposer and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Proposer shall investigate, and if such allegations are verified, shall arrange for the collection of refuse not collected within 24 hours after the complaint is received.

COLLECTION EQUIPMENT

Proposer shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identification and telephone number of Proposer. Proposer shall also provide reliable back up vehicles for regular collection service vehicles.

OFFICE

Proposer shall maintain an office or other facilities through which it can be contacted. It shall be equipped with sufficient telephones and a local telephone number or a toll free

number, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. from Monday through Friday, except for holidays.

PROPOSER BACKGROUND

Provide a brief description and history of the Proposer including current size of organization, and how many persons in the organization are directly engaged in solid waste collection. Describe the Proposer's experience in providing the services to other municipalities and other entities of comparable size. Also include the Proposer's financial history with current financial statements. The Proposer shall also provide audited financial statements for the last five (5) years and, if applicable, any annual stockholder reports. If the Proposer has been operating for less than five (5) years, the required financial information shall be provided for each year of operation. Proposer shall provide information concerning any pending litigation and any litigation settled or concluded within the last three (3) years. This shall include any litigation involving the Proposer, its parent, sister, or subsidiary companies. The Proposer should also include any information concerning any arbitration or mediation of disputes in connection with solid waste collection services for the last three (3) years. The information must include the name, address and phone number of any parties involved as well as the nature of the dispute and the ultimate resolution through arbitration, mediation or other form of alternate dispute resolution. Proposer shall provide a list of any current pending administrative orders or violations of federal, state and local laws, rules and codes for which the Proposer has been cited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the last three (3) years.

EXPERIENCE AND QUALIFICATIONS

- a.** Provide a signed over letter detailing Proposer's contact information and most-favored methodology for providing the services described in this RFP.
- b.** Provide a list of the current contracts which Proposer has in place which are similar to the City of Donna's requested services as described in this RFP. The provided list should include the contact information for Proposer's customers and all government entities which Proposer has contracted with for the past three (3) years. Provide a list of all entities to which Proposer ceased providing services, similar to those described in this RFP, during the past five (5) years.
- c.** Describe any and all methodologies that will be utilized during operations; e.g. quality control measures and service improvement measures.

REFERENCES

Provide references from three (3) recent contracts under which solid waste were provided and include the organization's name, address, contact person, and telephone number. The City requires that the successful proposer have experience providing service in a service- based contract. Provide a list of all municipal solid waste collection/disposal contracts.

HAULING

All refuse hauled by Proposer shall be so contained or enclosed that leaking, spilling or blowing are prevented.

DISPOSAL

All refuse collected for disposal by Proposer shall be hauled to a State approved disposal site. The charge for disposal shall be included in the rates set forth in the proposal for each commercial and industrial unit and residential unit serviced by Proposer.

NOTIFICATION

The City shall notify all producers at commercial and residential units about complaint procedures, rates, regulations and days for scheduled refuse collection.

POINT OF CONTACT

All dealings, contact, etc., between Proposer and the City shall be directed by Proposer to the City Manager/designated person and by the City Manager/designated person to the appropriate person to be designated by Proposer or appointed Sanitation Manager.

COMPLIANCE WITH LAW

Proposer shall conduct operations in compliance with all applicable laws.

NONDISCRIMINATION

Proposer shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

INDEMNITY

Proposer will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent solely arising out of willful misconduct or negligent act of Proposer, its officers, agents, servants, and employees. The Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of a Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

The City shall indemnify, defend and hold harmless the Proposer and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the waste material, or arising out of or in connection with any breach a Contract or arising out of the negligent collection, transportation and disposal of waste material by City or City's employees, agents, subcontractors or representatives thereof. City shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Contractor as to the content of the waste material following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Contract.

LICENSES AND TAXES

Proposer shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the State.

TERM

The proposer shall submit proposals for a (2) two-year period beginning on September 30, 2021 and continue until September 30, 2023, a (3) three-year period beginning on September 30, 2021 and continue until September 30, 2024, and a (5) five-year period beginning on September 30, 2021 and continue until September 30, 2026. The Initial Term of this Contract shall automatically be extended for successive additional (6) six-month terms (each "Extension Term" and collectively with the Initial Term, the "Term"), unless either party notifies the other party in writing not less than ninety (90) days prior to the expiration of the Initial Term or of any Extension Term, if its intention is to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

INSURANCE

Proposer shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's compensation (or equivalent), Public Liability, and Property Damage insurance.

Before commencement of work hereunder, Proposer agrees to furnish to the City certificate of insurance to the affect that such insurance has been procured and is in full force. The auto liability and commercial general liability policies shall include a Notice of Cancellation endorsement stating that the City will be provided 30 days' notice of any cancellation of material change in such policies.

Proposer shall carry the following types of insurance in at least the limits specified below:

Coverage:	Limits of Liability:
Worker's Compensation (or statutory equivalent)	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Automobile Property Damage Liability	\$500,000.00 each occurrence
Excess Umbrella Liability	\$500,000.00 each occurrence

CITY TO ACT AS COLLECTOR

The City shall submit statements to and collect from all customers for residential and commercial receiving residential services provided by Proposer including those accounts that are delinquent.

CONTRACTOR TO ACT AS COLLECTOR

The City shall submit statements to and collect from all residential, commercial, and roll off customers for services provided by Proposer including those accounts that are delinquent.

DELINQUENT AND CLOSED ACCOUNTS

Proposer shall discontinue refuse collection services to all customers as set forth in a written notice sent to it by the City, or customers that become delinquent if billed by the Proposer. Upon further notification by the City, Proposer shall resume refuse collection on the next regularly scheduled collection day.

CONTRACTOR BILLINGS TO CITY

Proposer shall bill the City for services rendered to residential and commercial units.

FRANCHISE FEES

(to be negotiated with selected proposer).

Proposer shall submit a percentage of commercial (bin service) revenues only to the City as a franchise fee. Proposer shall submit this payment to the City on a monthly basis. Notwithstanding the terms of a Contract or any other understanding between the parties, the franchise fee obligations of Proposer shall extend only to those revenues received and retained by Bidder as its rates or fees for providing services in the City, as such rates or fees may be increased from time to time. To the extent Proposer imposes any surcharges for the services, including but not limited to surcharges made for the purpose of satisfying (i) Bidder own franchise fee obligations to the City or (ii) Proposer sales tax obligations, the monies received by Proposer as a result of such surcharge(s) shall not be subject to the franchise fee and the City shall not be entitled to receive as part of its franchise fee any portion or percentage of such monies.

ACCEPTANCE

The City of Donna reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City. Bidders may be disqualified, and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or
6. Unauthorized alteration of bid form. Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Donna shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including,

but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the 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, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid. The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Donna. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

AWARD OF CONTRACT

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a.** the purchase price, including payment discount terms;
- b.** the reputation of the bidder and of the bidder's goods or services;
- c.** the quality of the bidder's goods or services;
- d.** the extent to which the goods or services meet the City's needs;
- e.** the bidder's past relationship with the City;
- f.** the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- g.** the total long-term cost of the City to acquire the bidder's goods or services; and
- h.** any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.