

CITY OF HOWE, TEXAS  
REQUEST FOR PROPOSAL  
of  
SOLID WASTE  
COLLECTION, DISPOSAL  
and  
RECYCLING SERVICES

Date: October 28<sup>th</sup>, 2022

Deadline for Response: 5:00 p.m. on  
November 25<sup>th</sup>, 2022

## **REQUEST FOR PROPOSAL**

The City of Howe, Texas (the "City") is considering contracting a single Contractor for Solid Waste Disposal and Recycling Services for the collection, transportation and disposal of all residential and commercial or industrial solid waste, including refuse, yard waste, bulky waste, and recyclables from the City to a disposal or processing site identified by the Respondent. The City is asking potential Contractors to submit sealed proposals regarding the services they can provide for our community in accordance with this Request for Proposal for Solid Waste Disposal and Recycling Services ("RFP").

The City is an incorporated municipality with approximately 3671 residents. Solid waste is currently collected curbside under an existing contract.

All proposals are planned to be reviewed by the City Council at its regular meeting on December 13th, 2022. Respondents are welcome to attend the public meeting to address the City Council and be available to answer any questions, although attendance is not required. Respondents wishing to address the City Council will be given five (5) minutes to speak, not including any questions that the City Council may have for each Respondent. The deadline for proposals to this Request for Proposal is 5:00 p.m. on November 25th, 2022. Any proposals received after this date will not be considered unless through negligence of the City, its officers, agents, or employees or if only one proposal is received. It is the responsibility of the Respondent to ensure that the City receives the proposal by the deadline. Please submit proposals to:

City of Howe  
116 E. Haning St.  
P.O. Box 518  
Howe, Texas 75459  
Attention: City Secretary

Proposals may be hand delivered during City Hall's normal business hours. Please submit seven (7) copies of the entire proposal, each in separate sealed envelopes, and one (1) electronic copy on either flash drive or email to [jstanley@cityofhowe.org](mailto:jstanley@cityofhowe.org). On the outside envelopes, clearly mark "Proposal to RFP for Solid Waste Disposal and Recycling Services." If any part of this RFP does not apply to the services provided by the Respondent, please indicate "not applicable" or "N/A" rather than leaving a blank response. The City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed most advantageous to the City. Questions regarding this Request for Proposal may be submitted to the City Secretary at [rharris@cityofhowe.org](mailto:rharris@cityofhowe.org).

## DEFINITIONS

For purposes of this RFP and the proposed contract for such services, the following terms are defined as follows:

Bin – Metal or plastic collection receptacle designed to be lifted and emptied mechanically for use only at residential or commercial and industrial units.

Brush– All separated material other than leaves and grass resulting from the pruning, trimming or removal of bushes or trees.

Bulky Waste – Furniture, appliances and other household items too large for a refuse container.

City – The City of Howe, Texas, an incorporated municipality, including all present and future boundaries of the City.

Commercial/Industrial Refuse – All bulky waste, construction debris, garbage, rubbish and other waste generated by a producer at a commercial or industrial unit.

Commercial/Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit as defined herein.

Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Area – The geographical boundaries of the City limits within which the Contractor will provide services.

Contractor – The individual, corporation or partnership with whom the City has executed the service contract.

Customers – Those occupants of designated residential units and/or commercial and industrial units, that are located within the City limits and the generated solid waste and/or recyclable materials, as defined herein.

Disposal site – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separations centers, licensed, permitted or approved to receive municipal solid waste for processing or final disposal by Texas Commission on Environmental Quality and other agencies having jurisdiction and requiring such licenses, permits and approval.

Dumpster – Metal collection receptacle designed to be lifted and emptied mechanically for use at residential or commercial and industrial units.

Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible,

nonputrescible, combustible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, school and hospitals.

Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

Processing site – A facility capable of changing the nature of solid waste or separating solid waste to facilitate its re-use in lieu of disposal.

Respondent – The individual, corporation, or entity submitting a response or Proposal to the RFP.

Recyclables – Materials recovered from the solid waste stream for the purposes of re-use or reclamation. Includes, but not limited to; newsprint, inserts, glass, food and beverage containers, plastic containers, aluminum and other commodities economically impacting waste reduction.

Residential Refuse – All garbage and rubbish generated at a residential unit.

Residential Unit – A dwelling occupied by a person or group of persons, including but not limited to apartments, condominiums, mobile homes and single-family dwellings, and receiving any utilities from the City. Each dwelling within any such residential unit, which is individually billed by the City for water and/or sewer services, shall be treated as a residential unit. Other multiple residential facilities not billed individually, such as apartment complexes, shall be considered as a commercial unit for the purposes of this contract.

Roll-Off Container – Large collection container with open or closed top that can be rolled onto the back of a truck - generally, in excess of 20 cubic yards capacity.

Rubbish – All nonputrescible solid waste including wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, and other products such as are used for packing, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Garbage or Hazardous Waste.

Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection, transportation and disposal to prevent environmental pollution unfavorable to public health, safety and welfare.

Yard Waste – Bagged grass and leaves from yard maintenance.

## **GENERAL SPECIFICATIONS**

### **I. Scope of Work and Contract**

The work to be done by the Contractor pursuant to this proposal consists of providing waste services which will include the collecting, transporting and processing or disposing of Residential Refuse, Commercial Refuse, and/or Recyclables collected from every building used for residential purposes and commercial and industrial purposes within the corporate limits of the City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment, and transportation necessary to provide the service and meet the requirements of the contract. This RFP is intended to describe the services required to fulfill the City's needs, but is not intended to describe or limit the services or technologies Respondent may use to provide such services.

The successful Contractor will be required to enter into a contract for services with the City for a term to be determined by the City Council. The successful Contractor, upon award of the contract, shall be responsible for all notifications to current residential and commercial customers of any proposed changes to rates, pickup hours and/or days, recycling materials, routes, or any other necessary and pertinent information. A copy of such notifications must also be provided to the City.

### **II. Equipment and Minimum Standards**

Contractor shall furnish all equipment necessary to furnish the services provided by the contract between the Contractor and the City with sufficient operators and workmen for each, to collect and dispose of all refuse in the City from residential, commercial, and industrial customers and all recyclables from residential and commercial and industrial customers, if applicable. The contractor shall provide evidence of the ability to perform under breakdown or layoff conditions, in the form of an alternative plan of action.

All Dumpsters and Roll-Off containers requested by commercial customers shall be maintained by Contractor in good condition. Dumpsters will be changed as needed to maintain all health and safety concerns free of charge. All other container movement will be as agreed by the Contractor and customer.

All vehicles and equipment must be maintained in a clean, safe, and efficient working condition throughout the term of the contract. City reserves the right to inspect the contractor's collection vehicles at any time. If the designee determines the vehicles to be offensive or unsafe, the contractor shall repair, clean, or deodorize the equipment at contractor's expense. All vehicles must be clearly marked indicating the company's name and telephone number.

All field employees of the contractor shall wear uniforms identifying them as employees of the contractor. Employees driving the contractor's vehicles shall, at all times, possess and carry the appropriate valid vehicle operator's license from the State of Texas. The contractor's employees, officers and agents shall, at no time, be allowed to identify themselves or in any

way represent themselves as being employees or agents of the City. The contractor shall prohibit the drinking of alcoholic beverages or the use of controlled substances by employees while on duty or in the course of performing duties under this contract.

The contractor shall provide the City with proposed collection schedule and routes. All schedules and routes must be approved by the City.

The City will require the contractor to indemnify and hold harmless the City as part of any final contract, including indemnity for any alleged negligence by the City or its agents, employees, officials or representatives. Said indemnity will include all attorneys' fees, costs or expenses.

The contractor will be required to conduct all operations in compliance with all applicable local, state and federal laws.

The contractor shall, if necessary, hand clean all spillage from its collection activities.

By submitting a bid, contractor confirms its agreement to all terms and requirements of this RFP.

The failure or omission of any proposer to receive or examine any form, instrument, addendum or other document, or to be acquainted with existing conditions, shall in no way relieve the proposer of any obligations with respect to the submitted proposal.

### **III. Evidence of Insurance**

Each proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in the Information Requested below.

The contractor will be required at all times during the terms of the contract to maintain the amounts of insurance coverage, to name the City as co- insured and/or an additional insured, by a qualified licensed agent in the State of Texas. City shall be entitled, upon request without expense, to receive copies of the policies and all endorsements thereto. Proof of all insurance shall be provided to the City annually.

### **IV. Security for Faithful Performance**

Contractor shall furnish and maintain a faithful performance bond during the full term of the Contract in the amount of One Hundred Thousand Dollars (\$100,000) as a guarantee that it will faithfully perform the Contract services. Said bond shall be issued by a duly authorized corporate surety company authorized to do business in the State of Texas.

Said bond shall be made payable to City or as may be provided by law, and be subject to the approval of the City Attorney to form and the Mayor as to surety. Said bonds shall remain in force for the entire length of the Contract.

## **V. Power of Attorney**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **VI. Method of Award**

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineations of the contract documents and of the proposal shall render the accompanying proposal irregular and subject to rejection by the City. The City intends that the Contract will be awarded at the December 13<sup>th</sup>, 2022, City Council meeting, but reserves the right to act on this matter at any other time.

Proposals will be evaluated based on quality of service, previous performance, best overall benefit to the City as well as price. Once a contractor is selected, the City shall enter into final negotiation of a contract. The City reserves the right to cease negotiations at any time if it feels doing so is in its best interest. If negotiations cease, the City may elect to enter negotiations with another Respondent or reject all proposals and re-advertise for proposals. All decisions and awards shall be at the sole discretion of the City Council and all decisions shall be final.

### **INFORMATION REQUESTED**

The City is seeking proposals for the performance of services as described herein. Respondents may elaborate on the method by which they propose to provide the services requested and they may offer alternative solutions for the delivery of the services required by the citizens of the City. In addition, to any information specified under "GENERAL SPECIFICATIONS," please provide the following:

#### **1. Information on the Respondent**

Please provide the name of the Respondent, address (main office and local, if any), phone number, fax number, and the name and email of a contact person. Provide the length of time the Respondent has been in the business of providing the services requested in this RFP.

#### **2. Services and Fees**

##### **a) Collection and Disposal of Unlimited Residential Refuse**

i. Please provide rates for once per week curbside collection of Residential Refuse per residence. Indicate whether the Respondent will provide the Bins necessary and include the size and color of the Bin that will be provided or required for the collection of Residential Refuse and any additional costs per residential property that require additional Bins. (It is preferred that the Contractor provide all Bins, which should be confirmed in the proposal.)

ii. If the Respondent will also offer recycling services, please indicate whether recycling will be collected by a separate truck in a separate container, whether Bins will be provided for each residence, and whether recycling will provide a savings to the customer or the City.

iii. If recycling is provided, please provide rates for both once a week and twice per month for curbside collection of unseparated recyclable waste per residence. Describe the types of recyclable waste that will be accepted. Include the size and color of the Bin that will be provided or required for the collection of Recyclable Waste and any additional cost per residential property that will require additional Bins.

iv. Please provide rates for curbside collection of bulky waste items (furniture, appliances, etc.) to be collected and how often the Respondent will provide these services annually. If the Respondent will not provide these services, please indicate so in the Proposal.

v. Please provide rates for curbside collection of brush collection to be collected and how often the Respondent will provide these services annually. If the Respondent will not provide these services, please indicate so in the Proposal.

vi. Indicate whether residential dumpster service will be available to requesting customers and provide the additional cost of such service if applicable. Indicate whether a residential service fee will be waived or applied if a residential dumpster option is selected.

**b) Collection and Disposal of Commercial and Industrial Refuse**

i. Please provide rates for both once and twice per week curbside collection of Commercial and Industrial Refuse per commercial and industrial tenant. The City will choose between once per week or twice per week service. Also include the size and color of the Bin that will be provided or required for the collection of Commercial and Industrial Refuse and any additional costs per property that require additional Bins.

ii. Indicate whether commercial or industrial dumpster service will be available to requesting customers and provide the additional cost of such service if applicable. Indicate whether any service fee will be waived or applied if a commercial dumpster option is selected.

iii. Please provide rates for both once a week and twice per month for curbside collection of unseparated recyclable waste per commercial and industrial tenant. Describe the types of recyclable waste that will be accepted. Include the size and color of the Bin that will be provided or required for the collection of Recyclable Waste and any additional cost per property that will require additional Bins.

iv. Describe specifically the method by which the proposed service is to be provided. Industrial service to the City is to be provided in a manner that serves the needs of the business. Alternative methods must be made available so that the businesses and industries will have a choice of service that reflects their needs as they grow.



### **3. Collection Schedule**

Please provide a proposed collection schedule for residential, commercial and industrial properties. Please note the City understands that the needs of residential, commercial and industrial properties may not be determined at the time of the response and therefore the City considers this schedule “proposed” and may be in general terms.

### **4. Equipment**

Describe all equipment the Contractor will use to collect and dispose of all refuse in the City from residential, commercial, and industrial customers and all recyclables from residential and commercial and industrial customers, if applicable, and include how many operators are necessary for the equipment. Indicate whether the Respondent will provide Bins for waste and recyclables and describe the size and color of such Bins. Contractor must provide a detailed listing (with specifications including weight) of all motorized equipment and vehicles used for the proposed provision of these services.

### **5. Billing**

Indicate whether the Respondent will bill tenants of residential, commercial and industrial properties for its services associated with a contract or whether you propose the City bill its residents for services.

### **6. Service Hotline**

The City will consider whether the Respondent maintains an answering service to track and follow-up on collection misses and complaints, the days and hours of operation and, how the Respondent will handle calls and complaints. Ideally, such answering service will be operational at all times between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, except holidays, and shall have a person available at such number with whom the public, the City, or any City officer, employee, or agent may communicate, discuss, and refer any complaint or inquiry arising in connection with such collection services. If such service is available, the City will require each collection miss or complaint be recorded on a log or complaint form approved by City to include name, address, phone number, type of complaint, time and date received, resolution, and time and date of response. A copy of the complaint log is to be provided to the City on a monthly basis.

Will the Respondent provide an answering service to track and follow-up on collection misses and complaints? If so, what are the days and hours of operation? Is the number a toll-free number? How will calls and complaints be handled by the Respondent?

### **7. Franchise Agreement**

The franchise fee is a percentage of gross revenues in an amount set by City Council for all fees collected from customers. The franchise fees will be remitted to the City on a quarterly basis.

Sales taxes and franchise fees shall not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

## **8. Effective Date and Length of Contract**

The City intends the effective date of the contract be May 1st, 2023 and the term of the contract will be determined by the City Council based on the qualifications of the Contractor. The original contract term may be extended by the mutual agreement of both the Contractor and the City.

## **9. Insurance**

Contractor shall maintain in full force and effect during the term of the contract, Workmen's Compensation insurance in accordance with the Workmen's Compensation statutes of the State of Texas, and Public Liability, Employer's Liability, and Property Damage Insurance, including Contractual Liability coverage in a form acceptable to the City for the benefit of third persons who may be injured or damaged as a result of any negligent operations or other wrongful conduct of the Contractor in the performance of the work under the Contract.

All insurance shall be by an insurance company licensed to do business in the State of Texas and for policy limits acceptable to the City. Prior to the commencement of any Contract, Contractor shall furnish the City with certificates of insurance to the effect that such insurance has been procured and is in force.

The Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance, including Workers' Compensation Insurance and comprehensive general liability insurance, as stated below. The Contractor shall also name the City as an additional insured to Contractor's comprehensive general liability insurance policy, and shall provide the City with annual Accords documenting both insurance coverages and that the City has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:

- 1) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Texas and all applicable federal laws, for the benefit of the Contractor's employees.
- 2) Comprehensive General Liability Insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City is to be included and named as an "additional insured" with respect to any claims arising out of this Agreement.
- 3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile

liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or nonowned vehicles.

4) Pollution Remediation and Legal Liability: Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall include a minimum three (3) year supplemental extended reporting period, and a retroactive date that equals or precedes the effective date of the Agreement, or the performance of Collection Services hereunder. This coverage may be provided on a per-project basis.

5) Umbrella or Excess Liability. Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

Contractor shall notify City in the event of any changes in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

Please include a certificate of insurance evidencing the coverage limits of liability for workers' compensation, employer's liability, bodily injury liability, property damage liability, automobile bodily injury, automobile property damage, and excess umbrella liability.

The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss, or damage happening or occurring in the performance of the work under the contract and Contractor shall agree to indemnify and hold harmless the City and its officers and employees in the event of any and all liability arising therefrom of and to the extent caused by Contractor's negligence or willful breach thereof.

## **10. Reports**

How will the Respondent maintain records and books for purposes of identifying, accounting for, and reporting revenues, uncollectibles, and expenses, tonnage of materials collected, number of household setouts per collection day, average pounds per set out and average pounds per home per month within the City.

## **11. References**

Provide the contact information with point of contact for at least three cities where the Respondent currently provides or has previously provided similar services.

## **12. Statement**

Please provide the following statements with the Proposal: "I have received, read and understand all pages of the conditions and specifications set out in the City of Howe, Texas Request for Proposal for Solid Waste Disposal and Recycling Services. The Respondent agrees to abide by all areas of the Request for Proposal that will also be included in any contract with the City of Solid Waste Disposal and Recycling Services.

If awarded the contract, Respondent agrees to conform to and abide by all the valid rules, regulations, and ordinances of any City or other jurisdiction through which Recyclables and/or Refuse may be hauled, processed, or disposed of, governing the picking up, hauling, processing, and/or disposal of said Recyclables or Refuse. Contractor agrees, when Recyclables and/or Refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all the rules, regulations, and ordinances of any county governing the picking up, hauling, processing, and/or disposal of said Recyclables or Refuse. If awarded the contract, Respondent agrees to abide by all Local, Federal, State, and Environmental laws governing the picking up, hauling, processing, and/or disposal of Recyclables and Refuse.

I am a legal agent of the above named company and authorized to sign this proposal. On behalf of the Respondent, I further state Respondent has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City of Howe any money or other thing of value, either directly or indirectly, in procuring the contract."

Authorized Officer/Owner:

Printed Name:

Title:

Name of Respondent:

Date:

## **13. Conflict of Interest**

A statement indicating the Respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the Proposal. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. 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. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at

[www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). The Applicant shall also include its statement that it meets all City and state ethics and conflicts of interest requirements.

**14. 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 two (2) years against the contractor, including its parent, sister, or subsidiary companies.

**15. 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 proposer has been cited, punished, or reprimanded, including its parent, sister, or subsidiary companies. Also include any violations settled or disposed of within the past three (3) years.

**16. Other Information**

Please describe any other information regarding the Respondent and its services that will assist the City in selecting a Contractor that is not already specified in this RFP.

If not addressed in response to items above, please address the following issues and options:

95 gal bins

Bins delivered by Waste Removal Company not Public Works

Smaller truck option

Once a month bulk pick up

Curbside Recycling option

30' Rolloff Recycling option