

**REQUEST FOR PROPOSAL
SOLID WASTE COLLECTION & DISPOSAL**

The City of East Bernard is soliciting proposals for the collection and disposal to provide for the collection and disposal of residential and commercial solid waste disposal. Request for Proposals (RFPs) must be received no later than 4:00 p.m., March 19, 2018. RFPs submitted after that date and time will not be considered and returned unopen. The City reserves the right to reject any and/or all proposals and to award a contract based on the best value of the city. Proposals shall be sealed, clearly marked, and delivered to:

City of East Bernard
Solid Waste Collection Proposal
704 Church Street
East Bernard, Texas 77435

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work with the provisions. The City currently has approximately 350 residential customers and commercial accounts billed and collected by individual refuse companies. We are seeking to reduce the amount of heavy truck traffic on our roads by using a sole provider of solid waste collection.

A. Collection Services

1. One maroon or burgundy colored with gray lid polycart of 96 gallons for trash are to be provided to the residential customers. Please provide the cost, if any, for additional carts. Also provide cost of adding City seal to the cart.
2. A. Three (3) yard container for the East Bernard Volunteer Fire Department. B. Three (3) yard container for the Wharton County Water & Improvement District #2 sewer facility. The containers must be less than 64" inches and placed on wheels emptied on a weekly schedule determined by the city and the contractor.
3. Trucks must be seven (7) years or newer and no liquids leaking from the truck (hydraulic or when compressing trash).
4. Bulk trash service weekly or monthly.
5. Senior discount pricing.
6. Commercial collection.
7. Brush collection (tree, shrub, bush trimmings).
8. ETJ area can be serviced under this contract. Our ETJ area is .5 miles out of the city limits.

B. Payment to the Contractor

The City of East Bernard shall bill the customers and shall pay contractor on a monthly basis; such as remittance to be received by contractor by the 15th of the month following the month services was rendered.

C. Evidence of Insurance

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expense, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The City will not be responsible for the negligence of the Contractor, or any of its agents, employees or customers.

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

The City may at any time request proof of current insurance. The failure to maintain current insurance as required may result in the termination of the contract, save and except the Contractor's obligations to indemnify the City from all claims.

D. Liquidated Damages for Failure to Enter into the Contract

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor to whom the contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually agreed upon by the City and the selected Contractor and to furnish insurance certificates. In case of refusal to do so within twenty (20) days after the receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award and may be declared forfeited to City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

E. Basis of the Proposal

Proposals with respect to solid waste collection and disposal are solicited based on rates for each type of collection work and for residential and commercial unit per month. Proposals will be compared based on the summation of the rates proposed.

F. 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 the Contract be awarded within sixty (60) days following the date Proposals are publicly opened and read.

G. Term

The Term of Service to be three (3) years, with one (1) three-year renewal option pending agreement of both parties. Should city or contractor elect not to renew and extend the contract for an additional three (3) year period, notice must be given by certified mail, return receipt requested to the other party in writing not less than 180 days prior to the expiration of the contract.

H. Remuneration

Contractor shall quote a rate for service per household per month. The City shall bill the residential units, and shall pay the contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month or agreed date by both parties following the month service was rendered. Contractor shall be entitled to payment for all services rendered in accordance with the contract without default.

Contractor shall quote rates for commercial and industrial services. City shall bill commercial and industrial customers directly.

Contractor understands that remaining contracts for solid waste will be honored for three (3) months, unless proof of payment for longer terms is proven. Contracts to expire after July 31, 2018 will not be honored.

Base rate adjustment will be considered by the City no more than once per year during the life of the contract. Base rate adjustments will be based on fuel costs.

I. **Notices**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at:

City of East Bernard
704 Church Street
East Bernard, Texas 77435
Attn: City Secretary

If to the Contractor, at:

Attn: _____