



**REQUEST FOR PROPOSALS 15-12
SOLID WASTE AND RECYCLING SERVICES**

IMPORTANT DATES

Request Release Date.....September 30, 2015
Pre-Proposal Meeting.....October 9, 2015
Deadline for Questions.....October 16, 2015
Proposal Deadline (3:00 p.m.).....October 23, 2015

CITY CONTACT

Randy Barker, General Services Director

Phone: 512-759-4049

Email: Randy.Barker@huttotx.gov

City of Hutto

401 W. Front Street

Hutto, Texas 78634

PART I GENERAL INFORMATION

1. PURPOSE:

The City of Hutto seeks to partner with an exclusive provider of Solid Waste and Recycling Services to residential and commercial accounts. The City of Hutto will be accepting proposals from qualified firms for Solid Waste and Recycling Services until **October 23, 2015 at 3:00 p.m. CDT**. Proposals received after the stated time will not be considered. To be considered, firms must prepare statements in accordance with the instructions specified in **PART III** below.

The City, in its desire to provide the aforementioned services, seeks a firm or qualified organization to:

- a) Provide both efficient and economical curbside collection and commercial container collection, including a phased-in conversion of all existing commercial service with containers provided;
- b) Maximize sanitary and aesthetic living conditions for Hutto citizens; and
- c) Maintain positive communications with the City and the customer.

2. HUTTO BACKGROUND:

Community Profile

The city of Hutto is nestled on the rich black lands of southwestern Williamson County. Located at the intersection of U.S. 79 and SH 130, Hutto is approximately 10 miles east of Round Rock, 15 miles south of the county seat of Georgetown, and 20 miles from Austin, making it an attractive place to live. While the local economy has agrarian roots, the booming central Texas economy now includes many high-tech, manufacturing, and service jobs. The small-town charm of Hutto is balanced with quality schools, growing parks, expanding retail opportunities, and a strong workforce.

Hutto was named #9 on the list of the “10 Best Places in Texas” according to a report by real estate website Movoto. The study evaluated measureable criteria such as amenities, quality of life, crime rate, unemployment, and commute time as part of the analysis. Hutto also was recently named the 4th Safest City by Value Penguin.

Hutto Today

Hutto has experienced tremendous growth in the last decade. The 1990 population was 630. By 2000, the population had grown to 1,250. The 2010 census population estimates show Hutto with a population of 14,698 while recent in-house calculations put the total population at over 21,500, making Hutto one of the fastest growing cities in the State.

Aided by affordable land, proximity to major cities, and its small town charm, Hutto continues to attract new residents. Many new mixed-use developments are planned for the community that will add housing diversity, office space, and increased retail opportunities.

The community's roots are grounded in strong values and work ethics held by the farming families that built Hutto. Hutto has one of the lowest crime rates in the Central Texas area, and is known for friendly neighborhoods.

City Planning

Since 2005, the City has thoughtfully worked to complete a number of critical visioning, planning and design efforts to formulate and describe their objectives for both the public and private development of both their existing downtown (referred to as the Heart of Old Hutto) and the new Co-Op District. The ultimate intent of these planning efforts was to create a set of urban design guidelines that would foster, encourage and eventually guide a "New Urbanist" type of neighborhood-based development that is "walkable," allows for "live-work" arrangements, contains a mixture of public, residential and commercial uses, a range of residential and commercial densities and contextually appropriate building scales and streetscapes. The City has recently devoted substantial time and resources towards pedestrian mobility as well as overall transportation network and infrastructure.

3. CITY CONTACT:

All Proposals prepared in response to this Request for Proposals (RFP), as well as any questions, clarifications or requests for general information are to be directed to:

City of Hutto, Attn: Randy Barker
401 W. Front Street
Hutto, Texas 78634
Randy.Barker@HuttoTX.gov
Phone (512) 759-4049
Fax (512) 846-2653

- 3.1. The individual above may be contacted in written format (either electronically, fax, or regular mail) for clarification of the specifications only.

PART II TERMS AND CONDITIONS

1. ABANDONMENT OR DEFAULT:

A Contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future proposals for the same type of work unless the scope of work is significantly changed.

2. CODES, PERMITS AND LICENSES:

The successful Proposer shall comply with all National, State and Local standards, codes and ordinances as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Proposer shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

3. COMPLIANCE WITH LAWS:

The successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations. When requested, the Contractor shall furnish the City with satisfactory proof of its compliance.

4. CONFLICT OF INTEREST:

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Hutto
City Secretary
401 W. Front Street
Hutto, Texas 78634**

- 4.1.** Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's Proposal.

5. **CONTRACTOR RESPONSIBILITIES:**

- 5.1. The Contractor shall provide all goods and labor necessary to perform the service.
- 5.2. The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.
- 5.3. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- 5.4. The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Contractor, Contractor's employees, subcontractor (s') or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

6. **DEFINITIONS:**

The following definitions will be used for identified terms throughout the Specification and Proposal document:

Agreement – a mutually binding legal document obligating the Contractor to furnish the goods, equipment or services, and obligating the City to pay for it.

City – identifies the City of Hutto, Williamson County, Texas.

Deliverables – the goods, products, materials, and/or services to be provided to the City by vendor if awarded agreement.

Goods - represent materials, supplies, commodities and equipment.

Proposal – complete, properly signed response to a Solicitation that if accepted, would bind the Proposer to perform the resulting agreement.

Proposer - identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.

Services – work performed to meet a demand. The furnishing of labor, time or effort by the vendor and their ability to comply with promised delivery dates, specifications, and technical assistance specified.

Subcontractor - any person or business enterprise providing goods, equipment, labor, and/or services to a Contractor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Contractor's obligations arising from a contract with the City.

Vendor (sometimes referred to as Contractor) – a person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.

7. **EX PARTE COMMUNICATION:**

Please note that to insure the proper and fair evaluation of a Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official,

Employee, or Consultant evaluating or considering the Proposal prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official, Employee, or Consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

8. **INDEMNITY:**

Contractor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting Agreement and arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.

9. **INSURABILITY:**

Contractor shall provide evidence of coverage of insurance or ability to obtain coverage in appropriate amounts and types, but at least in the limits specified below:

- | | |
|--|----------------------------|
| • Workers Compensation | Statutory |
| • Comprehensive and General Public Liability | \$1,000,000 per occurrence |
| • Comprehensive and General Public Liability | \$1,000,000 aggregate |
| • Property Damage | \$1,000,000 per occurrence |
| • Property Damage | \$1,000,000 aggregate |
| • Comprehensive Auto Liability – Bodily Injury | \$1,000,000 per occurrence |
| • Comprehensive Auto Liability – Property Damage | \$1,000,000 per occurrence |

10. **INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING:**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Hutto's RFP, with the consent and agreement of the successful Proposer(s) and the City of Hutto. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Hutto is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Hutto is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

11. LEGAL REQUIREMENTS:

All parties offering Submittals shall comply with federal, state and local laws and mandates relative to the preparation of Submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPAA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its corresponding regulations, Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All Submittals will be presumed to comply with all applicable laws.

12. LIENS:

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 resulting Agreement. At the City's request, the Contractor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

13. NON-TRANSFERABILITY:

The Contractor shall not accept, sell, transfer or assign its rights or system under the proposed agreement without the approval of the Hutto City Council.

14. SOLICITATION DOCUMENTS:

The City of Hutto uses the Texas Bid System for official posting of all solicitation documents. Specifications and other solicitation documents may be examined and downloaded at www.texasbidsystem.com. Registration is required to access documents. It is the responsibility of vendors to monitor and affirm any changes to the solicitation.

15. VENUE:

Both the City and the Contractor agree that venue for any litigation arising from a resulting Agreement shall lie in Williamson County.

PART III PROPOSAL INSTRUCTIONS

1. PROPOSAL SCHEDULE:

It is the City's intention to comply with the following Proposal timeline:

Request released.....	September 30, 2015
Pre-Proposal Meeting	October 9, 2015
Deadline for Questions	October 16, 2015
Proposals to RFP due by 3:00 p.m.	October 23, 2015

- 1.1. NOTE:** These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposers.

2. PRE-PROPOSAL MEETING:

The City will conduct a Pre-Proposal Meeting for all interested vendors to familiarize themselves with the requested scope and services. Interested vendors will also have the opportunity to ask questions regarding the solicitation requirements. Attendance is not mandatory but recommended for preparation of submittal.

Date: **Friday, October 9, 2015**
Time: **10:00 a.m., CDT**
Location: **City of Hutto – Council Chambers**
401 W. Front Street
Hutto, Texas 78634

3. RESPONSE DUE DATE:

Sealed Proposals are due no later than **3:00 p.m. CDT on October 23, 2015** to the City of Hutto. Mail or carry sealed Proposals to:

City of Hutto
Attn: Randy Barker
401 W. Front Street
Hutto, Texas 78634

- 3.1.** Proposals received after this time and date will not be considered.
- 3.2.** Sealed Proposals shall be clearly marked:
“DO NOT OPEN – RFP 15-12 Solid Waste & Recycling Services”.
- 3.3.** Facsimile or electronically transmitted Proposals are **not acceptable**.

4. **PROPOSAL CONTENT:**

Proposers must submit the following information in support of their Proposals. Incomplete and/or late submittals will not be considered.

4.1. **Section 1 – Letter of Intent.** The Proposer shall submit a letter of intent containing a statement that the Proposal is a firm offer valid for one hundred eighty (180) days from the due date. The letter shall include a signature from an authorized representative of the company. The letter shall state that the Proposer understands the RFP and agrees to comply with all requirements.

4.2. **Section 2 – Experience and Financial History.**

4.2.1. Key Personnel:

Proposer shall provide an organization chart of key personnel and include the qualifications and experience of the key personnel. The Proposer shall identify the individual assigned as the lead contact for the implementation of the Contract and the lead contact during the Contract period.

4.2.2. References:

Proposer shall provide a minimum of three references for other communities they service in Texas, with at least one reference from a city located in the Central Texas region. Include:

- a. Name of the community and an overview of services provided, including the number of accounts served.
- b. Contact person including name, title, phone number, and email address.

4.2.3. Financial History:

Provide a copy of the Proposer's most recent financial audit and completed federal tax returns for the last two (2) years.

4.2.4. Litigation:

Proposer shall disclose all suits involving the Proposer filed within the last ten (10) years.

4.3. **Section 3 - Project Understanding and Approach.**

Please provide an overview of the proposed approach for providing the following services. Include information on types of vehicles and personnel to be used and information on the facilities where the items will be taken for disposal and/or processing.

4.3.1. Residential

- 4.3.1.1. Current Routes – include any proposed changes;
- 4.3.1.2. Solid Waste – provide a list of items not accepted;
- 4.3.1.3. Recycling –provide a list of acceptable items;

- 4.3.1.4. Green Waste;
 - 4.3.1.5. Bulk Collection.
 - 4.3.2. Commercial Solid Waste and Recycling
 - 4.3.2.1. Include a description and size of the containers offered;
 - 4.3.2.2. Describe your approach for providing recycling services to commercial accounts.
 - 4.3.3. Roll-off
 - 4.3.4. City Services
 - 4.3.5. Billing Process – Provide an overview of the policies, procedures, and practices used for billing services including billing the City for residential service and for commercial accounts.
- 4.4. **Section 4 – Pricing.**

Please provide cost per account to provide the requested services as specified in **PART IV, Section 3**. This pricing shall be fixed for the first two (2) years of the contract period.

 - 4.4.1. Include pricing for any alternatives included in proposal.
- 4.5. **Section 5 – Transition Plan.**

Describe the approach and strategy to ensure a smooth transition from the current Contractor to the successful Proposer. At a minimum, include the following information:

 - 4.5.1. Individual that will oversee the execution of the transition plan.
 - 4.5.2. Proposed approach and schedule for the transition of residential services.
 - 4.5.3. Proposed approach and schedule for the transition of commercial services.
 - 4.5.4. Proposed strategies for customer notification and communication regarding the transition and changes in service.
- 4.6. **Section 6 – Holiday Schedule.**

Include in proposal all Contractor holidays or reduced service schedules. Describe the approach and strategy to accommodate service to customers to account for those days. In addition, please describe approach and strategy in the following:

 - 4.6.1. Bad Weather Conditions;
 - 4.6.2. Communication methods and protocol for City staff and customers in the case of aforementioned events.

5. **CONFIDENTIALITY OF RESPONSE CONTENT:**

All Proposals offered in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to

be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Proposers.

- 5.1. If a Proposer believes that parts of a Proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Proposal, which the Proposer believes to be confidential. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

6. **PROPOSAL WITHDRAWAL:**

A Proposer may withdraw their Proposal by submitting a written request for its withdrawal by the signature of an authorized individual to the Purchasing Office any time prior to the response deadline. The prospective Proposer may thereafter offer a new Proposal prior to the deadline. Modifications offered in any manner will not be considered if submitted after the deadline.

7. **CLARIFICATION OF PROPOSAL:**

The City, in its sole discretion, expressly reserves the right to request and/or require any additional information from the Proposer(s) that it deems relevant with respect to this RFP. The contents of the Proposal and any clarification or counter Proposal thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

8. **BEST VALUE EVALUATION:**

All proposals received shall be evaluated on a **100 point** scoring system based on the best value for the City. Best value shall be determined by considering all or part of the criteria listed below, as well as any relevant criteria specifically listed in the solicitation.

- 8.1. Proposal pricing (**35 points**);
- 8.2. Reputation of the Proposer and of Proposer's goods and services (**10 points**);
- 8.3. The quality of the Proposer's goods or services (**10 points**);
- 8.4. The extent to which the goods or services meet the City's needs (**35 points**);
- 8.5. Proposer's past relationship with the City (**10 points**). All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

9. EVALUATION PROCESS:

A committee comprised of City Staff and others as appropriate will review the Proposals and may develop a short list of firms/teams. Interviews and/or site visits may be conducted with any responding firms/teams.

- 9.1.** If selection committee deems that no qualified firms have responded, the RFP may be reissued at a later date.
- 9.2.** The City will not provide compensation or defray any cost incurred by any firm related to the Proposal to this request.
- 9.3.** The City reserves the right to negotiate with any and all persons or firms.
- 9.4.** The City also reserves the right to reject any or all Proposals, or to accept any Proposal deemed most advantageous, or to waive any irregularities or informalities in the Proposal received, and to revise the process and/or schedule as circumstances require.

PART IV SCOPE OF WORK

1. **PROJECT SCOPE:**

The City is seeking a mutually beneficial, long term partnership and desires to negotiate an exclusive contract for residential and commercial Solid Waste and Recycling Services through once a week curbside collection and commercial container collection for all residential and commercial customers. The contract is expected to include:

- 1.1. A fixed two (2) year price for the initial period of the agreement;
- 1.2. Provisions for development and establishment of benchmarks (identified standards by which service will be judged) over the initial two (2) year period.

2. **CURRENT SERVICES:**

- 2.1. **Residential Current Services.** The current Contractor provides services to approximately 7,800 residential accounts within the City. Solid Waste and Bulk Waste pick-up is provided weekly using a Contractor provided 95-gallon cart. Residential Recycling Service is provided alternate weeks to all residential accounts on the same day as their solid waste collection using City provided 95-gallon carts that the Contractor is responsible for managing (assembly, storage, disbursement, and repairs). Items accepted in the curbside recycling program include: Plastics #1-7, Glass, Cardboard, Paper, Tin and Aluminum Cans.

Table 1 shows the amount collected (in tons) for residential service for the most recent 12-month period (July 2014 – June 2015).

Table 1: Residential Services (Most Recent 12 Months in Tons)			
Month	Solid Waste	Recycling	Total
1	572.39	82.63	655.02
2	481.27	75.85	557.12
3	505.31	75.27	580.58
4	461.17	85.93	547.10
5	405.99	75.52	481.51
6	458.30	94.94	553.24
7	430.95	111.61	542.56
8	394.66	78.58	473.24
9	460.27	92.89	553.16
10	470.65	107.60	578.25
11	497.44	120.87	618.31
12	541.32	114.02	655.34
Total	5,679.72	1,115.71	6,795.43

- 2.2. **Residential Current Routes.** Routes scheduled under the current service contract may be viewed at www.huttotx.gov/residentialgarbage. In addition, a map of the current routes is being provided as **Attachment A** to this specification.
- 2.3. **Commercial Current Services.** The City currently allows multiple commercial Contractors to operate within the City through franchise agreements that expire in July 2017. The amount collected and the size of containers provided to commercial accounts is unknown at this time. The City estimates that there are approximately 200 commercial accounts within the City at this time. The City intends to consolidate services to one Contractor for both residential and commercial services.
- 2.4. **City Facilities Current Services.** Table 2 (below) shows the current containers being used at City facilities. City will expect the successful Contractor to provide possible revisions to the type and quantity of containers based on usage trends and situations. The City Facility containers shall be provided at no cost to the City.

Table 2: City Service Locations and Type				
Department	Location	Quantity	Size	Description
Parks and Recreation	306 E. Live Oak St.	4	95 Gallon	Solid Waste Carts
		4	95 Gallon	Recycling Carts
		1	8 YD	Solid Waste Dumpster
Parks and Recreation	805 Estate Dr.	1	8 YD	Solid Waste Dumpster
Library	205 E. Pecan St.	1	4 YD	Solid Waste Dumpster
		2	95 Gallon	Recycling Carts
City Hall	401 W. Front St.	1	6 YD	Solid Waste Dumpster
		1	8 YD	Recycling Dumpster
		3	95 Gallon	Recycling Carts
		1	95 Gallon	Solid Waste Cart
Co-Op	420 US Hwy 79	3	95 Gallon	Solid Waste Carts
		2	95 Gallon	Recycling Carts
Public Works	356 CR 199	1	20 YD	Roll Off
		1	4 YD	Solid Waste Dumpster
		4	95 Gallon	Recycling Carts

3. **PROPOSED SERVICES:**

- 3.1. **Proposed Residential Services.** Residential service shall continue with the provision of weekly solid waste services. The Contractor shall strive to maintain the current route schedule. Any proposed route changes require the approval of the City. The Proposer shall provide the following information in their proposal:
- 3.1.1. Monthly per account cost for weekly Solid Waste Service utilizing 95-gallon cart.
- 3.1.1.1. Alt. 1 - Monthly per account cost for weekly Solid Waste Service utilizing alternative cart sizes.

- 3.1.2. Monthly per account cost for weekly Recycling Service utilizing a Contractor provided 95-gallon cart. **Please note:** the City has provided 95-gallon carts to all residential customers up to this point. The Contractor will be responsible for replacement and future carts using a model and design similar to the existing recycling carts.
 - 3.1.2.1. Include a list of items that can be accepted through the curbside recycling service.
 - 3.1.2.2. Include in proposal Contractor's plan (if any) to reimburse the City for current investment in recycling carts.
 - 3.1.2.3. Alt. 1 - Monthly per account cost for weekly Recycling Service utilizing alternative cart sizes.
- 3.1.3. Monthly per account cost for residential Bulk Waste Service for:
 - 3.1.3.1. Weekly pick-up.
 - 3.1.3.2. Monthly pick-up.
 - 3.1.3.3. Tenant clean-out cost.
 - 3.1.3.4. Cost for pick-up as needed.
- 3.2. **Proposed Commercial Services.** The Contractor will provide commercial services to the approximately 200 commercial accounts that currently receive service. The selected Contractor will be the exclusive provider for commercial accounts once the current commercial garbage franchises expire in July 2017. The Proposer shall provide the following information in their proposal:
 - 3.2.1. Monthly per account cost for weekly Commercial Solid Waste Service based on container size (95-gallon, 2 CY Dumpster, 3 CY Dumpster, 4 CY Dumpster, 6 CY Dumpster, 8 CY Dumpster, 10 CY Dumpster, 20 CY Roll-off, 30 CY Roll-off, 40 CY Roll-off, 40 CY Roll-off, and any other sizes offered but not specifically listed in this RFP).
 - 3.2.2. Monthly per account cost for weekly Commercial Recycling Service based on container size.
 - 3.2.1.1. Alt. 2 – Monthly per account cost for bi-weekly Commercial Recycling Service based on container size.
 - 3.2.1.2. Alt. 3 – Monthly per account cost for monthly Commercial Recycling Service based on container size.
- 3.3. **Proposed Roll-off Services.** The Contractor shall provide pricing on roll-off solid waste services based on container sizes offered by the provider.
- 3.4. **Proposed City Services.** The Contractor shall provide Solid Waste and Recycling Services to City facilities at no additional cost.
 - 3.4.1. The City shall be provided fifteen (15) roll-off containers at no cost.

- 3.4.2. In addition, the Contractor shall provide Solid Waste and Recycling services to City sponsored events and festivals throughout the year at no additional cost.

4. **PERFORMANCE STANDARDS:**

The City has six (6) particular performance standards that the successful firm must satisfactorily address:

- 4.1. Drivers and trash collectors will place residential containers (including any lids) on curb in an upright position;
- 4.2. Drivers and trash collectors will not leave loose trash in the streets or yards of customers; If trash falls out of the cans or the trucks, the collectors shall understand the need to pick up the litter;
- 4.3. Drivers will maintain a consistent route schedule so that customers can expect their garbage and/or recycling to be picked up at approximately the same time each day;
- 4.4. Contractor will be responsive to customer complaints and concerns, and customers will be treated with respect and top priority; if a driver misses a pickup, the firm will be committed to returning as soon as possible to collect the trash, with a maximum twenty-four (24) hour response time;
- 4.5. Contractor shall ensure that staff is available by phone Monday-Friday, 8 a.m.-5 p.m. excluding holidays (as noted in **PART III, 4.6**);
- 4.6. Contractor will be an involved member of the community, assisting with community events, neighborhood cleanup initiatives, recycling and solid waste disposal education and other community enrichment programs.

5. **SPECIFICATIONS:**

The purpose of this section is to provide additional information for Proposers.

- 5.1. **Contract Term.** A Contract awarded in response to this RFP will be for an initial period of seven (7) years commencing on February 1, 2016. The City and Contractor may mutually agree to renew the Contract for three (3) additional renewal terms of two (2) years each.
- 5.2. **Rate Adjustments.** The rates submitted in the Proposal shall remain in effect until January 31, 2018. Future rate adjustments shall meet the following requirements:
 - 5.2.1. Rate adjustment index based on 80% CPI for Austin-Round Rock-San Marcos, TX, for all Urban Consumers; 20% on Diesel Fuel price index by the United States Department of Energy (DOE);

- 5.2.2. Rate adjustment requests must be received in writing by June 1 (taking effect October 1) or the Contractor forfeits the right to adjust the rate for the upcoming year;
- 5.2.3. Rate adjustments are effective only after being passed by the City Council through a revision of Ordinance.
- 5.3. **Exclusive Franchise.** The successful Proposer will be the exclusive provider of Solid Waste, Recycling, and Bulk Waste services within the City of Hutto.
 - 5.3.1. The City reserves the right to enter into other contracts for services not identified in the contract (i.e. Disposal of Household Hazardous Waste items and Recyclables not accepted by the Contractor).
 - 5.3.2. Exclusive provision of Construction and Demolition Debris Collection is **not** included as part of this contract.
- 5.4. **Franchise Fee.** The Contractor shall quarterly pay the City a franchise fee equal to **ten (10) %** of gross billings for Commercial and Roll-off Services provided within the City.
 - 5.4.1 Contractor shall make annual contribution in the amount of \$1.00 per active residential and commercial accounts to the Keep Hutto Beautiful Foundation on January 31st of each contract year.
- 5.5. **Reporting.** The Contractor shall provide monthly reports to the City summarizing the activities provided via the Contract. Reporting requirements shall be specified in the Contract.
- 5.6. **Billing.** The City will be responsible for billing Residential Services. The Contractor shall be responsible for other billings including Commercial and Roll-off Services.
- 5.7. **Customer Service.** The selected Contractor shall provide outstanding service to all customers within the City.
 - 5.7.1. The City shall be responsible for receiving customer service requests related to Residential Service.
 - 5.7.2. The City will coordinate service requests with the Contractor.
 - 5.7.3. The Contractor shall be responsible for responding to service requests related to Commercial and Roll-off Services.

- 5.8. **Residential Service Limits.** For Residential Services, Solid Waste set-out limits shall not be enforced for collections for:
- 5.8.1. First collection following a holiday;
 - 5.8.2. First collection following a move-out or move-in; and
 - 5.8.3. The collection week between December 25 and January 1 of each year.
- 5.9. **Carts, Dumpsters, Roll Offs and Containers.** All collection containers provided by the Contractor shall conform to the requirements included in the Contract.
- 5.10. **Vehicles.** The Contractor shall furnish and utilize collection and other vehicles as set forth in the Contract.
- 5.10.1. Vehicles shall not include third party advertising.
 - 5.10.2. Vehicles shall be in good repair.
- 5.11. **Performance Bond and Insurance.** The Contractor shall comply with performance bond and insurance requirement set forth in the contract.
- 5.12. **Proposer to Make Own Examination.** Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the pricing quoted in response to the solicitation.

6. **INTERRUPTION IN SERVICE:**

In the event that the collection and disposal of garbage and refuse should be interrupted by any reason for more than 48 hours, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens to provide for and protect public health and safety.

**PART V
INVOICING AND PAYMENT**

1. **INVOICING**: Contractor shall submit invoice(s) to the following address:

**City of Hutto
Attn: Accounts Payable
401 W. Front Street
Hutto, Texas 78634**

2. **PROMPT PAYMENT POLICY**: Payments shall be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 2.1. There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 2.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 2.3. There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 2.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Hutto Subdivisions - Garbage Day

