

CITY OF GONZALES
GONZALES, TEXAS

REQUEST FOR PROPOSAL

Solid Waste Collection and Disposal Services

CITY OF GONZALES



COME AND TAKE IT

Proposals are due by 2:00 PM, Friday, December 20, 2019

The City of Gonzales, Texas is accepting sealed proposals for ***Solid Waste Collection and Disposal Services***—Type of Work: Collection, Transportation, and Disposal of all residential and commercial solid waste, including refuse, yard waste, bulky waste, and recyclables from the contract area to a disposal or processing site identified by the contractor.

Proposal packages for this project may be obtained from the City of Gonzales at the below email address, by telephone (830) 672-2815, via e-mail request to tpatek@gonzales.texas.gov, or via Internet download at www.gonzales.texas.gov.

Sealed proposals shall be addressed to Tim Patek, City Manager, City of Gonzales, Texas, P.O. Box 547, 820 St. Joseph Street, Gonzales, Texas 78629 and shall be labeled “***SOLID WASTE COLLECTION AND DISPOSAL SERVICES***”. Proposals shall be submitted no later than, 2:00 P.M., Friday, December 20, 2019. It is the sole responsibility of the proponent to insure that this proposal is actually in the City Hall of the City of Gonzales prior to the expiration of the time and date above. Any proposal received after the expiration of the time and date above will be returned to the proponent unopened.

Upon consideration of the proposals, the City of Gonzales reserves the right to accept or to reject any and all proposals, to waive technicalities, and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications and to accept what in their judgment is the most advantageous proposal.

Instruction to Proponents
Solid Waste Collection and Disposal

1. RECEIPT AND OPENING OF PROPOSALS

The City of Gonzales (the City) invites and will receive proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the office of the City Manager until **2:00 P.M. on Friday, December 20, 2019**. The envelope containing the Proposals must be sealed and addressed to Tim Patek, City Manager, City of Gonzales and plainly marked **“Proposal for Solid Waste Collection and Disposal”**

By Mail:	P.O. Box 547	By other carrier:	820 St. Joseph St.
	Gonzales, Texas 78629		Gonzales, Texas 78629

Each proponent shall provide the City with eight (8) bound copies and one electronic copy of their proposal.

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Proponent in the form attached hereto. Additional copies of the Proposal form may be obtained from the City’s website at www.gonzales.texas.gov. or by email at tpatek@gonzales.texas.gov. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full, in ink or typewritten, in both words and figures. All words shall be printed. If there is a discrepancy between the figures and the words, the words shall prevail.

If a unit price or a lump sum already entered by the Proponent on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum entered above or below it, and initialed by the Proponent in ink.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, the Proponent address, and plainly marked **“PROPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL”**. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. Any Proposal may be withdrawn in writing to the City Manager prior to the above scheduled time for the opening of Proposal or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a cashier's check of the Proponent, drawn on a national bank, in an amount of Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Proponent that the Proponent will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Proponent), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proponent have executed the Contract, or, if no Proponent's Proposal has been selected within ninety (90) calendar days after the date of the opening of Proposals, upon demand of the Proponent at any time thereafter, so long as the Proponent has not been notified of the acceptance of the Proposal. Each Proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award is mailed by the City to the Proponent by certified mail, return receipt requested. The Proponent to whom the contract is awarded will be required to execute Two (2) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected Proponent) and to furnish requested insurance certificates for surety (equal to 100% of the annual Contract sum) and various liabilities.

In case of the Proponent's refusal or failure to do so within twenty (20) calendar days after the Proponent's receipt of formal notice of award, the Proponent will be considered to have abandoned all Proponents rights and interests in the award, the Proponent's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proponent or the work readvertised for Proposals as the City may elect.

5. SECURITY FOR FAITHFUL PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond in the amount \$400,000 will be furnished by it to the person submitting the Proposal in the event that the Proponent is successful. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the Proponent's power of attorney attached thereto.

The successful Proponent will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to the estimated contract price.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety with an AAA rating authorized to do business in the State of Texas.

6. 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.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. It should be noted that the City does not pay Federal Excise Taxes and/or Texas and local retail sales and use taxes. Tax exemption certificates can be provided upon request to the selected Proponent.

Collection times for residential, commercial, and industrial unit pick-ups shall be from 7:00 a.m. to 7:00 p.m., Monday through Saturday. Commercial and industrial customers may be allowed to have individual agreements for pick up days and times, by submitting a written request and receiving written approval from the City Manager and the Contractor.

Should the sanitation service provider decide to observe any holiday by the suspension of collection service on the holiday, such provider will in no manner be relieved of the obligation to provide collection service at the normal frequency per week. The sanitation service provider will be required to provide notice to the City and the residents prior to a holiday or scheduled non-pickup on a regular pick up day.

The sanitation service provider will provide for the duration of the contract, at **No Charge** city services, sponsored clean-ups and special events as requested by the City of Gonzales. See attachment City Services, Sponsored Clean-Ups and Special Events.

The sanitation service provider will provide to the City monthly reports of complaints, tonnage of refuse collected, and the tonnage collected and gross revenues on recyclable collections.

8. CONDITIONS

Each Proponent shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the Contract. The Proponents shall thoroughly examine and be familiar with the General Specifications.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to become acquainted with conditions existing, shall in no way relieve the Proponent of any obligations with respect to the Proposal or to the Contract.

The City shall make all such documents available to the Proponents. The Proponent shall make the Proponent's own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Proponent may encounter or create, without extra cost to the City.

The Proponent's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations, such as the meaning or interpretation of the invitation, specifications, definitions, etc., desired by a prospective Proponent shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each known Proponent and posted on the website. It is the responsibility of each proponent to check the website for addendums. All written requests for explanations or interpretations must be received by the City Manager no later than the City's close of business on **December 12, 2019**. Every request for such explanation shall be in writing addressed to the City Manager. Any verbal statements regarding same, by any person, previous to the award, shall not be authoritative and will not be binding.

Addenda issued prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all known prospective Proponents (at the respective addresses furnished for such purposes).

10. NAME, ADDRESS, AND LEGAL STATUS OF THE PROPONENT

The Proposal and all copies must be properly signed in ink and the telephone and address, including the County and State, of the Proponent given. The legal status of the Proponent, whether Corporation, Partnership, or Individual, shall also be stated in the Proposal.

A Corporation shall execute the Proposal by its duly authorized Officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Proponent shall give full names and addresses of all partners. Partnership and individual Proponents will be required to state in the Proposal the names of all persons interested therein.

Anyone signing a Proposal as an agent of another or others must submit with the Proposal, legal evidence of the signer's authority to do so.

11. COMPETENCY OF PROPONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications and from other sources.

The City will require submission with the Proposal of supporting data regarding the qualifications of the Proponent in order to determine whether the Proponent is a qualified, responsible Proponent. The Proponent will be required to furnish the following information sworn to under oath:

- (a) An itemized list of the Proponent's equipment available for use on the Contract;
- (b) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents;
- (c) Evidence, in form and substance satisfactory to the City, that the Proponent has been in existence as a going concern in refuse collection in excess of five (5) consecutive years immediately preceding the date of the opening of proposals;
- (d) Evidence, in form and substance satisfactory to the City, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents;

(e) Evidence, in form and substance satisfactory to the City, of Proponent's experience as a going concern in the refuse collection from operations of comparable size to that contemplated by the Contract Documents;

(f) A copy of the latest available financial statements of the Proponent (or its Parent Corporation if Individual Subsidiary or Division Financial Statements are not prepared and generally available) Certified by a Firm of Independent Certified Public Accountants;

(g) Statement that the Proponent is in good standing in the State of Texas, and in the case of a Corporation organized under the Laws of any other State, evidence that the Proponent is licensed to do business in the State of Texas, in the form of a Certificate from the Secretary of State; and,

(h) Such additional information as will satisfy that the Proponent is adequately prepared to fulfill the Contract. The Proponent may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

(i) Evidence, in form and substance satisfactory to the City, that the Proponent has access to an operating landfill during the entire life of the contract.

(j) Provide a list of all municipal solid waste contracts held in Texas.

(k) Provide at least five phone and email contacts for officials in other cities where the proponent has been in operation for three or more years.

12. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of the Proposal:

(a) Evidence of collusion among Proponents;

(b) Lack of competency as revealed by Financial Statement, experience or equipment statements as submitted or other factors;

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;

(d) Default on a previous contract for failure to perform; and,

(e) Disqualification of Proponent will also be based upon the failure to complete any and all parts of, or follow instructions in, the entire Proposal Packet. There are to be no alterations in this Proposal Packet, and all Proposals received must be received with the Packet in complete context as presented to each Proponent.

13. 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 shall be awarded within Sixty (60) calendar days following the date that Proposals are publicly opened.

Proposals will be evaluated based on quality of service and previous performance 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 proponent 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.

DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

Bags – Plastic or paper sack container designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed 40 pounds.

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

Biosolids – Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment plant.

Brush and Limbs – 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.

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 as defined herein, that are located within the CITY limits and the generated solid waste and/or recyclable materials, as defined herein.

Disposal Facility – 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.

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

Recyclables – Materials recovered from the solid waste stream for the purposes of re-use of 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 non-putrescible 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.

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Yard Waste – Bagged grass and leaves from yard maintenance.

GENERAL SPECIFICATIONS

The City of Gonzales is seeking proposals for the performance of services as described herein. Proponents 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 of Gonzales.

1. Collection and Disposal of Unlimited Residential Garbage and Yard Waste:

The City is currently contracting with a provider for curbside collection of residential garbage and yard waste once per week. The City is requesting rates for once per week residential service. The number of homes that are currently being served is **2989**. Proponent shall provide a 96 gallon container for once per week service. Residences that consistently produce more residential waste than can be contained in one 96 gallon container shall be required to pay for sufficient additional containers to hold the residential waste produced. Yard waste will be picked up along with residential waste and may be bagged and not placed in the 96 gallon

container. The pickup and disposal of yard waste shall be 6 bags provided it comes from the residential unit being picked up. The City shall be responsible for picking up and disposing of separated brush, limbs and trees. Bulky waste is to be placed at the curb and collection of these items must be provided a minimum of one time per year. Total carts serviced is **3208**.

The City reserves the right to approve the color and type of containers to be provided.

2. Collection and Disposal of Commercial and Industrial Solid Waste:

The City is currently contracting with a provider to provide **219** small businesses with 96 gallon carts and is providing containerized commercial service with various size front loader boxes. The Proponent may select to change the method of collecting the commercial accounts and, if so, the Proponent must describe specifically the method by which the proposed service is to be provided. Industrial service to the City of Gonzales 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. Curbside Recycling Program:

The Proponent shall provide a 96 gallon container for un-separated recyclable waste. Collection of recyclables shall be every other week curbside collection. The Proponent shall describe the types of recyclable waste that will be accepted. The Proponent must also agree to collect additional recyclable items and other materials at no additional cost to the City as markets develop. The City of Gonzales will include curbside recycling as part of this contract.

The City of Gonzales reserves the right to approve the color and type of containers to be provided in the Gonzales recyclable program.

4. Service Delivery:

On a separate sheet of paper, please describe where the sanitation containers and sanitation collection trucks to be used in Gonzales are stored and serviced, the method of container delivery, the method of sanitation collection, the method of disposal, the location of the processing facility and the procedure for processing waste collections.

5. Length of Contract:

The original length of the contract shall be for a four (4) years and seven (7) months term commencing on March 1, 2020 and expiring on September 30, 2024. The contract may be extended with the mutual agreement of both the Contractor and the City.

6. Fees and Taxes:

Any and all fees including, but not limited to, disposal fees and franchise fees shall be included in the rates quoted. The franchise fee is a percentage of gross revenues for the following

services, residential cart 10%, commercial cart 12%, and dumpsters 15%. All franchise fees will be remitted to the City on a quarterly basis. Sales taxes shall not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

7. Future Rate Increases:

Proponent shall provide a proposal for annual rate increases during the life of the contract. Further, Proponent shall provide an explanation of any fuel surcharges including what triggers a fuel surcharge and how it would be calculated. Proponent shall list any and all other charges not included in the rates quoted.

8. Insurance Requirements

Proponent shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be 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 Secretary before commencement of work hereunder.

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law
Comprehensive And General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

HOLD HARMLESS AGREEMENT

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. BIDDER AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

REQUEST FOR QUALIFICATIONS PREPARATION COSTS

Issuance of this RFP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings,

interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Gonzales County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Gonzales County, Texas.

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 statement of qualifications. 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.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

The City reserves the right to audit the respondent's books and records relating to the performance of the contract awarded as a result of this RFP. The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the respondent(s) with respect to the resulting contract. If such audit shall disclose overpayment by City to respondent, written notice of such overpayment shall be provided to the respondent and the amount of the overpayment shall be

promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Respondents past performance will be taken into consideration in the evaluation of RFP submittal.

BOYCOTT ISRAEL

The City may not enter into a contract for goods and services unless the contract contains a written verification from the respondent that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by entering the resulting contract, respondent verifies that it does not Boycott Israel, and agrees that during the term of the resulting contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

CITY SERVICES, SPONSORED CLEANUPS, AND SPECIAL EVENTS

City of Gonzales

City Services:

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Independence Park Clubhouse	S Hwy 183	Refuse	1x weekly	2-8 Yard
Police Department	716 St. Paul	Refuse	1x weekly	1-6 Yard
City Hall	820 St. Joseph	Refuse	1x weekly	1-2 Yard
		Recycle	1x weekly	1-96 Gallon
Fogas Cat Adoption Center	505 St. Frances	Refuse	1x weekly	1-2 Yard
Water Treatment Plant	111 St. Michael	Refuse	1x weekly	1-2 Yard
Fire Department	411 St. Lawrence	Refuse	1x weekly	3-96 Gallon
Library	301 N. St. Joseph	Refuse	2x weekly	1-3 Yard w/Lockbar
Public Works	1920 St. Joseph	Refuse	2x weekly	2-6 Yard

		Recycle	1x weekly	1-96 Gallon
City Sewer Plant	300 N. Ponton	Refuse	1x weekly	2-2 Yard
Riverside Community Center	110 St. Lawrence	Refuse	1x weekly	1-96 Gallon
Gonzales Animal Shelter	820 CR 488	Refuse	1x weekly	1-2 Yard
JB Wells Park Arena	2301 CR 197	Refuse	1x weekly	1-6 Yard
		Refuse	1x weekly	1-8 Yard w/Lockbar
		Refuse		2-40 Yard

City of Gonzales – Special Events Services

Event

Jim Price Cleanup

When

Spring – on Saturday, date will be agreed to by the City and Contractor and will be from 8AM to 12PM

Equipment: Rear load trucks, 3 with drivers
Open-tops, 3-40 CY

Location: City will determine equipment location

Note: City may substitute 2-40 CY open-tops for one of
The rear load trucks

District Cleanups – 4 Fall – on Saturday, each district must be on a different Saturday (dates will be agreed to by City and Contractor) and will be from 8AM to 12PM or until truck is full

Equipment: Rear load truck, with driver

Location: City will determine equipment location

Notes: City may substitute 2-40 CY open-tops
For the rear load truck

If rear load truck is provided all materials must be able to be loaded in the truck. Materials that will not fit cannot be serviced.

Come and Take It 1st Weekend in October

Equipment: Front load, 4-8 CY containers

Location: City will determine equipment location

Notes: If the Contractor has front load route in Gonzales on Saturday, the City may schedule pickups on the front load containers, but the City must schedule this service with the Contractor before noon on Friday.

The City will also notify the Contractor as to the equipment termination date.

Rate Sheet

Residential Service

\$ Month

Trash 1X per week (cart only), w/96 gallon cart

\$_____

Recycle 1X EOW (Every other week, cart only), w/96 gallon cart
Curbside Bulky Service 1X per year per residence
on call, maximum 5 CY per pickup

Extra Carts (trash or recycle)

\$_____

Residential Service - Outside City

Trash 1X per week (cart only), w/96 gallon cart \$ _____

Trash 1X per week (cart only), w/96 gallon cart, \$ _____
 & Recycle 1X EOW (Every other week, cart only), w/96 gallon cart

Commercial Cart Service – Trash

Size	1x	Xtra PU
96 Cart		

Container

Size	Frequency						Xtra PU
	1x	2x	3x	4x	5x	6x	
2 CY							
3 CY							
4 CY							
6 CY							
8CY							

Casters _____ each container
 Lockbars _____ each container

Container Service – Recycle

Size	EOW (Every other week)	1X	Xtra PU
96 Cart			
4 CY			
6 CY			
8 CY			

*Only if FL Recycle Service is offered

Roll-off Service

20 CY Open top
30 CY Open top
40 CY Open top
Compactor

Delivery

Haul & Disposal

Daily Rent

City of Gonzales

Roll-off Service

20 CY Open top
30 CY Open top
40 CY Open top

Delivery

Haul & Disposal

Daily Rent

All rates above net to Contractor

**THE REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF GONZALES,
TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE
MATERIALS COLLECTION AND PROCESSING BY:**

FIRM NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINT AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____