



ALPINETX

Request for Proposals

Solid Waste and Recycling Collection
and Landfill Lease and Operations
RFP # 2021-11-01

Proposal Deadline:

November 30, 2021 @ 4:00 PM, CST

Deliver or Mail to:

City of Alpine
Finance Department
100 North 13th Street
Alpine, Texas 79830

City of Alpine
RFP # 2021-11-01

TABLE OF CONTENTS

1. NOTICE TO PROPOSERS3

2. INSTRUCTIONS TO PROPOSERS4

3. EVALUATION CRITERIA AND AWARD PROCEDURES6

4. TENTATIVE SCHEDULE OF ACTIVITIES7

5. BACKGROUND AND SCOPE OF SERVICES8

6. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES19

7. BILLING AND PAYMENTS, ADMINISTRATIVE CHARGES, AND OTHER FINANCIAL TERMS 24

8. PROPOSAL FORMAT AND CONTENT26

City of Alpine
RFP # 2021-11-01

1. NOTICE TO PROPOSERS

THE CITY OF ALPINE, TEXAS
Request for Proposals

Sealed proposals for RFP # 2021-11-01 “Solid Waste and Recycling Collection and Landfill Lease and Operations” will be received in the Finance Department at Alpine City Hall, 100 North 13th Street, Alpine, Texas 79830, until **4:00 PM, CST, November 30, 2021**. Proposals will be opened, and Proposers names will be publicly read at the City Hall Council Chambers, 100 North 13th Street, Alpine, Texas. Proposals received after the proposal deadline will be returned unopened.

RFP documents are available for download at <http://www.cityofalpine.com/bids>

Publish dates: 11/11/2021 and 11/18/2021

City of Alpine
RFP # 2021-11-01

2. INSTRUCTIONS TO PROPOSERS

Section 201. Delivery of Proposals

RFP documents are available for download at <http://www.cityofalpine.com/bids>. Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals, one original (so marked) and three (3) copies of the proposal and a USB stick with an electronic copy of the proposal in pdf searchable format in a sealed box, will be received by City of Alpine at Alpine City Hall, 100 North 13th Street, Alpine, Texas 79830, until 4:00 PM, CST, November 30, 2021. The outside of the sealed box should be clearly marked "Solid Waste and Recycling Collection and Landfill Lease and Operations RFP#2021-11-01 Proposal" and include the proposer's name, contact person, address, telephone number, e-mail address and attention City of Alpine. Any proposal received after stated proposal deadline will be returned unopened. Reliance on the postoffice or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals.

Section 202. Withdrawal of Proposals

Proposer may withdraw his/her proposal at any time prior to the last date and time specified for the proposal deadline. A proposer may resubmit his proposal at any time prior to the proposal deadline, pursuant to the procedures and requirements stated herein. Once proposals are opened, no proposer may modify or withdraw his proposal within one hundred eighty (180) days after the proposal deadline.

Section 203. Explanations, Clarifications, and Interpretations

Any explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be requested via email from Jovannie Gonzales, j.gonzales@ci.alpine.tx.us, before 5:00 PM, CST on November 22, 2021. No further inquiries will be accepted after 5:00 PM, CST on November 22, 2021.

If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the City, and proposers shall not rely upon such explanations, clarifications, or interpretations. Only written explanations, clarifications, or interpretations by addendum shall be binding. No proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

Section 204. Schedule Changes or Other Addendums to the RFP

Schedule changes or other addendums to the RFP will be published in the bid section of the City's web site: <https://www.cityofalpine.com/bids>. It is the obligation of each proposer to make sure that it has received any and all addenda prior to submitting its proposal.

Section 205. Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide solid waste, recycling services and landfill management (lease) services to the City and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy or completeness of such information.

City of Alpine
RFP # 2021-11-01

The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. The proposer agrees that it has satisfied itself by proposer's own investigation and evaluations of information which will or could affect their performance, and that proposer's proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the City because of any information in this RFP which may prove to be erroneous in any respect.

Section 206. Definitions

Terms defined in Appendix A and their derivations shall have the meanings as set forth in Appendix A

Section 207. Proposer Contact with the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements will be enforced during the proposal process:

- 1. All requests for information will be made in writing to the Finance Department at j.gonzales@ci.alpine.tx.us in accordance with Section 203.**
- 2. No direct contact with or lobbying of city management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process.**
- 3. No gifts, lunches or other gratuities will be accepted by the City.**
- 4. Vendors not complying with the above requirements will be disqualified.**

Section 208. Right to Reject

Until the final award by the City of Alpine, the City reserves the right to reject any and/or all proposals, to waive any informalities or technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Section 209. Open Records Act and Ownership of Proposal

The City is subject to the Texas Public Information Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. All responses relative to this request for proposals and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Alpine without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

3. EVALUATION CRITERIA AND AWARD PROCEDURES

Section 300. Criteria for Evaluating Proposals

All proposals will be evaluated by a Proposal Evaluation Committee appointed by the City Manager. The committee will review the proposals. The committee may conduct reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence. During the review process, the City reserves the right to request additional information or clarifications from those that submitted proposals. In addition, the City reserves the right to conduct interviews of all or select proposers.

Proposal will be ranked according to the proposal evaluation criteria as shown in Table 3.1. The committee will recommend the proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

Table 3.1: Proposal Evaluation Criteria

Criteria	Percent of Total
Proposal Cover Sheet	Prerequisite
Mandatory Forms	Prerequisite
Proof of Satisfaction of Minimum Experience	Prerequisite
Financial Stability	10%
Experience	25%
Proposed Approach	25%
Financial Proposal	40%
	100%

Section 301. City Council Award

The Proposal Evaluation Committee will recommend the winning proposer to the City Council for award. Award of Contract, if any, will be made by formal action of the City Council.

Rules prohibiting contact with city officials as described in the “Notice to Proposers” will be strictly enforced and will result in disqualification of any proposer from further consideration. Proposers shall not offer or present gifts of any kind to individual council members or the council as a whole, or to City staff.

City of Alpine
RFP # 2021-11-01

4. TENTATIVE SCHEDULE OF ACTIVITIES

November 9, 2021	RFP posted on web site
November 11, 2021	First publication
November 18, 2021	Second publication
November 22, 2021, 5:00 PM, CST	Deadline for explanations, clarifications, or interpretations
November 30, 2021 5:00 PM, CST	Proposal deadline
December 1 st – December 17th, 2021	Finalist interviews
January 4, 2021	Award of contract by City Council
March 1, 2022	Commencement of services

5. BACKGROUND AND SCOPE OF SERVICES

Section 500. Background Information

The City's current contract for solid waste, recycling services and Landfill Lease expires on February 28, 2022. The current contract provides for residential services, commercial services, roll-off services, and City services; as well as maintaining the City's landfill and recycling center. The current contractor is responsible for disposal of all solid waste, processing of all recyclable materials collected, and managing the landfill pursuant to the contract. This section provides background information regarding the current contract for solid waste, recycling services, and landfill management.

Section 500.01. Residential Services

Under the current contract, the contractor provides solid waste and bulky pick-up services to approximately six thousand residents or roughly two thousand two hundred and seventy-five (2,275) residential units.

The current contractor provides curbside/alley collection of solid waste for occupied residential units one (1) time per week. Dumpsters are strategically placed in neighborhoods based on the number of occupied residences. On a case by case basis, some residential units will be provided a cart to be placed out before 7:00 am on designated collection days. Collection of residential solid waste and recyclable material does not start before 7:00 am or continue after 7:00 pm on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and contractor.

Residents receive once per week collection of solid waste and quarterly collection of bulky waste. Bulky items must be placed at the resident's curb by 7:00 am on the Monday of the designated week. The City and Contractor establish a week in each quarter in which bulky pick up takes place. Contractor picks up a maximum of five items from each residence. Items include: appliances, furniture, and other similar household items. Refrigerators, air conditioners, and other refrigerant charged appliances will not be serviced unless each item has a certified vendor tag attached indicating refrigerant has been removed. Construction debris is not bulky pickup. Bulky items must be placed in front of residences, items will not be collected in City alleys.

Yard Trimmings – may also be disposed of during bulky pick up. This material must be placed at the curb of the property separate from the bulky material during the designated collection time. Weeds, grass, and leaves must be placed in paper bags so that the material can be recycled. Brush and limbs must be tied together in bundles with string or twine; no wire allowed. Bundles must be no more than 4 feet long, with branches being no more than 4 inches in diameter. Maximum weight of each bundle is forty (40) pounds.

Currently, bulky waste services are offered quarterly (4 times a year) and limited to five (5) bulky items per residence. The city is seeking to increase bulky pick up to monthly with the same limit of five (5) bulky items per residence.

Residents also have access to the Hal Flanders Recycle Center; which accepts plastic #1 and # 2, newspapers, aluminum, corrugated cardboard, tin, mixed paper, glass bottles & jars, scrap metal, and brush. The City also recycles used oil and filters utilizing separate vendor. Residents may also take brush and tree limbs to the recycle center to be mulched. Mulch is available to residents free of charge.

City of Alpine
RFP # 2021-11-01

Section 500.02. Commercial Services

In addition to providing residential services, the current contractor provides solid waste and recycling services to approximately three hundred and eighty (380) commercial units which includes City facilities, Alpine ISD facilities, Sul Ross State University and multifamily buildings.

Commercial units that generate relatively smaller quantities of waste receive solid services via carts. The majority of commercial units receive solid waste services via dumpsters. Table 5.1 provides a summary of current solid waste service levels for commercial units.

Table 5.1: Commercial Services Solid Waste Service Level Information by Container Count/Size

	Service Count
NonMetered Services	
GARBAGE	
0.5 CY 1X PER WEEK Totals	6
1.5 2 x WEEK Totals	2
1.5 CY 1x per week Totals	59
3.0 CY 1X PER WEEK Totals	110
3.0 CY 2 WEEK Totals	28
3.0 CY 3X WEEK Totals	28
3.0 CY 5X WEEK Totals	11
3.0CY 4X WEEK Totals	4
4 CY 1 X PER WEEK Totals	34
4.0 CY 2 X WEEK Totals	20
4.0 CY 3X WEEK Totals	30
4.0 CY 4X WEEK Totals	7
EXTRA PICKUP Totals	1
LOCK BAR Totals	9
RECYCLE	
3.0 CY 1X PER WEEK RECYCLE Totals	21
4.0 CY 1X PER WEEK RECYCLE Totals	13

Section 500.03. Roll-off Services

The current contractor also provides roll-off services within and outside the City. The City does not have any historical information related to roll-off services provided by the current contractor.

Section 500.04. City Services

The current contractor provides limited City services at no charge. The following is a summary of current City services at no charge:

1. **City Facilities Solid Waste and Recycling Services.** Solid waste and recycling services to City facilities. (Current contract) City facilities service level is provided in Appendix B.

City of Alpine
RFP # 2021-11-01

2. Quarterly Bulky Pick-Up

Section 500.05 Recycling Center

The current contractor maintains the Hal Flanders Recycling Center by coordinating with City employees to pick up and properly dispose and/or sell collected recycling materials. Currently, the City allows for City of Alpine and Brewster County Residents to utilize the facility.

Section 500.06 City of Alpine Landfill

The current contractor leases the City landfill and is required to operate and maintain to the level required under the City's Landfill Permit (TCEQ Permit No MSW – 2197 – Type IAE), Texas Commission on Environmental Quality (TCEQ) standards, Federal, State, and Local Laws. All required documentation, including but not limited to, daily operating logs, cell use/maintenance records, and coverage reports, are maintained by the current contractor. A copy of the permit is available by written request or can be found online at

https://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=iwr.viewAddnDetail&addn_id=411576532002112&rn=RN102000601&return=regent&re_id=420576522002112.

Section 501. Scope of Services

The purpose of this section is to familiarize proposers with the requested scope of services. Services performed will be in accordance with the following scope of services.

Section 501.01. Contract Term

The contract awarded in response to this RFP will commence on March 1, 2022. The City is considering an initial term of three (3) years or five (5) years. After the initial term, the City may renew the contract for three (3) additional renewal terms of one (1) year each. The successful proposer may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of its election to reject a renewal term on or before eleven

(11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If The successful proposer does not provide such written notice to the Contract Administrator on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting City from exercising the optional renewal term, the City may upon written notice to the successful proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

Section 501.02. Exclusive Services

The successful proposer shall have the exclusive right to provide all solid waste collection services to residential units and commercial units within the City's territorial jurisdiction. The exclusive right does not include properties located in the Alpine Extraterritorial Jurisdiction (ETJ). However, the successful proposer is not prohibited from seeking to provide trash collection services to properties in the ETJ. The exclusive right does not include the provision of solid waste collection services to construction projects within the City. The successful proposer shall have the non-exclusive right to provide recycling collection to commercial units and City facilities. The successful proposer, not the City, shall be solely responsible for defending the rights granted to the

City of Alpine
RFP # 2021-11-01

successful proposer herein against third parties.

Section 501.03. Residential Services

The successful proposer will provide once per week solid waste services. The City is considering whether to maintain the current solid waste service level. Prior to award of the contract, the City will decide whether solid waste services will be (1) once per week solid waste or (2) twice per week solid waste. Solid waste and recycling services will be provided utilizing dumpsters. Residential customers may request 96-gallon carts for both solid waste for an additional fee, which will be determined in the final contract. The successful proposer shall collect all solid waste contained in solid waste containers. In addition, the successful proposer shall collect all Christmas trees outside of dumpsters and/or carts for the two weeks following December 25th.

The successful proposer will provide bulky waste services to each residential unit. The City is seeking monthly bulky pick up services. Bulky waste services will be limited to five (5) bulky items per household per bulky pick up.

Section 501.04. Commercial Services

In addition to residential services, the successful proposer will provide collection of solid waste via dumpsters to commercial units. The successful proposer will provide at a minimum once per week solid waste services to each commercial unit. For other commercial units, the successful proposer will provide once per week up to six days per week collection of solid waste via cart, 1.5 cubic yard (CY), 3 CY, or 4 CY dumpsters without vertical compactors. In addition to solid waste services, the successful Proposer will offer, as a non-exclusive service, recycling services to commercial units. To incentivize recycling, the service fee for recycling services shall be equal to or less than the equivalent service fee for solid waste services.

Section 501.05. Roll-off Services

The successful proposer will provide solid waste services via roll-offs to customers. The successful proposer will provide solid waste services via 20 CY, 30 CY, and 40 CY roll-offs.

Section 501.06. City Services

The successful proposer will provide City services at no charge to the City. City services includes the following:

1. **City Facilities Solid Waste Services and Recycling Services.** The successful proposer will provide solid waste services and recycling services to all current and future City facilities. This includes hauling and disposing of sludge from the City's wastewater treatment plant.
2. **Collection and Disposal Illicit and Illegal Dumping on City Property.** The City will occasionally have appliances or other bulky debris illegally dumped on city property such as parks, medians, parking lots or rights of way. The successful proposer will collect and dispose of such materials at no charge. The City will be responsible for notifying the successful proposer and the successful proposer will have up to one week, seven (7) days to complete the task.
3. **Animal Services Special Services.** The City will occasionally have dead animals located within City streets, medians, parking areas or rights of way. The successful proposer will provide collection and disposal of dead animals to the Animal Control Services located at 2900 Old Marathon Road, Alpine, Texas 79830. The successful proposer will collect and

City of Alpine
RFP # 2021-11-01

dispose of such materials at no charge. The City will be responsible for notifying the successful proposer and the successful proposer will have one (1) business day to complete the task.

Section 501.07. City of Alpine Landfill

The successful proposer will be responsible for the disposal of all acceptable commercial, industrial, and residential waste in the City of Alpine Landfill. Successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs. All solid waste collected under the contract shall be disposed at the City of Alpine Landfill and in accordance with all applicable federal, state, and local laws. All recyclable materials collected under the contract shall be processed at a processing facility properly authorized under all applicable federal, state, and local laws.

The successful proposer will be responsible for processing all recyclable materials collected from the City. The successful proposer must process a minimum of ninety-five percent (95%) by weight of collected recyclable materials from residential customers into recovered material per month.

Successful proposer shall assume all operational responsibilities including daily operation and maintenance of the Landfill and all associated property; all monitoring activities and provide all State, local, and federal documents necessary for the City to report.

Section 501.08. Set-out Limits

The successful proposer shall collect all solid waste and recyclable materials set-out, bulky pick-up. For residential units, the successful proposer shall collect all Christmas trees from residential service units for the two-week period following December 25th of each year. If the City elects once per month bulky waste services for residential units, the successful proposer shall collect all bulky waste from each residential unit. The successful proposer is not responsible for collecting in excess of the set-out limits. It shall be the successful proposer's responsibility to give notice first to the customer and also to Contract Administrator if a set-out exceeds the set-out limits.

The successful proposer shall tag items placed for collection that are not collectable under the terms of the contract. The successful proposer shall promptly notify the City of the address where the tagged item is located but no later than by 10:00 AM, Central Time, the next business day. The process and forms utilized to provide notice to customers will need to be approved by the Contract Administrator. The City shall be the sole and final judge as to whether a set-out exceeds the set-out limits.

Section 501.09. Inspection of Set-outs

The successful proposer may inspect each set-out prior to collection for compliance with the contract. Prior to collection of the set-out, the successful proposer may designate a set-out as an unacceptable set-out for the following reasons:

1. Set-out exceeds the set-out limits established in the contract; or

The successful proposer may not designate a set-out as an unacceptable set-out for any reason other than those identified in the contract. If the successful proposer designates a set-out as an unacceptable set-out for any of the reasons set forth in the contract, the successful proposer shall:

City of Alpine
RFP # 2021-11-01

1. Collect the portion of the set-out that is properly set-out; and
2. Immediately provide an unacceptable set-out notice to the customer stating the reason the set-out or portion of the set-out was designated as an unacceptable set-out.

For all unacceptable set-outs, the successful proposer shall provide a written report of the unacceptable set-outs including the address, reason set-out was an unacceptable set-out, and other information as requested by the City to the City by 10:00 AM, Central Time, the next business day.

Section 501.10. Collection Location

It is the City's intention to continue residential services collection, including bulky waste, at the same location as the residential unit has received in the past. The successful proposer shall provide collection of solid waste for each residential unit at the street curb in front of the residential unit or designated location in the alley (location in alley does not apply to bulky pickup). Alternative collection methods for those residents that are physically unable to place their cart in the required location will be provided at no additional charge.

Collection of bulky waste for each residential unit shall be provided at the street curb in front of the residential unit. All other collections shall be provided at a location agreed upon between the successful proposer and the customer and not objected to by the City.

Section 501.11. Collection Days and Schedule

Collection shall be provided between 7:00 AM, Central Time and 7:00 PM, Central Time. Excluding call-in services, the successful proposer shall perform collections on a regular schedule on the same day and approximately the same time each week. Residential services shall be provided Monday through Friday. Commercial services shall be provided Monday through Saturday. The successful proposer shall not change collection days or schedules to residential units without written authorization by the Contract Administrator.

The City and the successful proposer shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday.

The City shall determine the service level, including container type and collection frequency, and schedule for all City facilities services. Commercial services and roll-off services customers and the successful proposer shall agree upon the collection schedule and days subject to no objection by the City.

Section 501.12. Missed Collections

The successful proposer shall notify the City by 4:00 PM, Central Time when a route may not be completed before 7:00 PM, Central Time. The successful proposer shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed collection is received by the successful proposer before 4:00 PM, Central Time and such allegations cannot be disproved by GPS documenting the successful proposer attempted to provide services to such customer, the successful proposer shall dispatch a truck and provide the collection before 7:00 PM, Central Time on the same day. When notification of a missed collection is received by the successful proposer after 4:00 PM, Central Time and such allegations cannot be disproved, the successful proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided. When notification of a missed collection is received

City of Alpine
RFP # 2021-11-01

after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the successful proposer shall provide collection within the first three (3) hours of the day after the holiday.

Section 501.13. Recyclable Materials

At a minimum, the successful proposer shall collect the following recyclable materials: plastic #1 and # 2, newspapers, aluminum, corrugated cardboard, tin, mixed paper, glass bottles & jars, scrap metal, and brush. The City requests proposers to identify other materials that City may include in the Recycling Services.

Section 501.14. Bulky Waste

Bulky waste must, at a minimum, include yard waste and any item that will not properly fit inside of a dumpster, and or requires special attention. The successful proposer may opt to use a mulching or composting facility for the yard waste; however, the City will not place additional or special requirements on residents to separate or prepare yard waste for this purpose.

Section 501.15. Disaster Debris

The City and the successful vendor will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other disaster debris shall be provided by the successful proposer at no additional charge. The City may further require the successful proposer to submit a disaster management plan that may be incorporated into the service contract.

Section 501.16. Spills, Leaks, and Litter

The successful proposer shall exercise care to prevent spilling, leaks and littering during the collection process. The successful proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful proposer's vehicles, or by successful proposer's employees or subcontractors while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

Section 501.17. Vehicle Maintenance and Specifications

The average age of frontline collection vehicles (including chassis and packer) shall not exceed the age of the contract. All vehicles shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted in the successful proposer's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No outside advertising shall be permitted other than the name, address, and logo of the successful proposer.

Collection vehicles shall be manufactured to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the successful proposer's staff and driver may communicate during

City of Alpine
RFP # 2021-11-01

the route collection. In addition, collection vehicles will have back-up cameras, spill kits, GPS tracking capability and RFID tag readers.

The successful proposer shall utilize equipment which can safely maneuver all City streets and properly collect waste and redistribute dumpsters or carts. Proposer shall review existing neighborhoods, including streets and on-street parking conditions to ensure that all equipment used shall meet this requirement.

Section 501.18. Vehicle Inventory

The successful proposer shall provide to the City a complete inventory showing each vehicle (type, capacity, approximate age) used for performing services within the City, which vehicles shall at least equal to that described in the proposal. No later than 30 days after Contract implementation, the successful proposer shall confirm and verify the vehicle inventory. The inventory shall become part of the Implementation Plan. Upon approval of the City, the successful proposer may change vehicles from time-to-time and shall revise the inventory accordingly. The successful proposer shall provide the City with the revised inventory within one (1) week of any changes. The successful proposer shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory. Replacement vehicles shall conform to Section 501.17. The City may consider allowing the vendor to utilize older vehicles in a temporary manner due to unforeseen vehicle damage or breakdown. Such temporary vehicle usage shall not exceed 30 calendar days prior to being replaced with a permanent vehicle conforming to Section 501.17.

Section 501.19. Dumpsters and Roll-offs

The successful proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters and roll-offs owned by the successful proposer. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be painted at least once every 3 years and shall be steam cleaned at least once every other year or as directed by the City.

The successful proposer is responsible for removing graffiti from its dumpsters and roll-offs. Collection drivers shall notify the successful proposer at the end of each day of any dumpster or roll-off containing graffiti. The successful proposer shall remove any graffiti from its dumpsters and roll-offs within twenty (20) business days of notification. Each dumpster and roll-off of the successful proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A dumpster and/or roll-off of the successful proposer shall be reconditioned and repainted, if necessary, before being supplied to a City facility that had not used it earlier. If the City so requires, a dumpster or roll-off shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the successful proposer to install and service a dumpster and/or roll-off. Damage to dumpster and/or roll-off on customers' premises is at the successful proposer's risk, as between those parties and without affecting the risk or liability of others. The successful proposer shall be responsible for the repair of all dumpsters and/or roll-offs damaged due to the successful proposer's negligence. The successful proposer shall repair or replace within one business day any dumpster and/or roll-off that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

City of Alpine
RFP # 2021-11-01

Section 501.20. Contractor's Office

The successful proposer shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 8:00 a.m. to 5:00 p.m. on regular collection days. When collection is postponed one day for the holiday schedule the successful proposer's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

Section 501.21. Customer Service and Complaint Resolution

The successful proposer will be primarily responsible for complaints and the City will forward all initial complaints to them for resolution.

Customer complaints shall be directed to the successful proposer, and the successful proposer give each complaint received prompt and courteous attention. The successful proposer shall respond to all complaints via phone or written correspondence with the customer no later than noon on the following business day. The successful proposer shall maintain a log of complaints and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

In the event that a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the successful proposer's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The successful proposer shall provide a single source contact for the City's Contract Administrator for complaints or other city needs and shall communicate back with Contract Administrator within two (2) hours of initial outreach.

Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section 501 is and shall be a material term of the contract.

Section 501.22. Customer Grievances.

The successful proposer will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification. The decision of the City shall be final and binding.

Section 501.23. Meetings

In order to minimize problems during implementation of the contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase." During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the successful proposer's

City of Alpine
RFP # 2021-11-01

- performance in implementing the contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
 3. Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 501.24. Newsworthy and Emergency Notifications

During the term of the contract, there may be activities or circumstances, positive or negative, involving the successful proposer's business that could be newsworthy. Likewise, the successful proposer, or the successful proposer's employees could be involved in a motor vehicle accident; an environmental accident. The successful proposer must contact the City's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the successful proposer provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the successful proposer, a related business of the successful proposer, or the successful proposer's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Section 501.25. Customer Notifications

The City will coordinate with the successful proposer and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the successful proposer. All other notices shall be printed and distributed by the City.

Section 501.26. Reporting

The successful proposer shall provide the following weekly and monthly reports to the Contract Administrator. Reports shall be in a format approved by the Contract Administrator.

Complete and accurate daily reports must be submitted to the Contract Administrator by 10:00 AM, Central Time each Monday covering the prior week. Weekly reports must contain the following information:

1. **Weekly Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. **Unacceptable Set-out Log**- Spreadsheet of unacceptable set-outs by address and description of reason.

Complete and accurate monthly reports must be submitted to the Contract Administrator on or before the tenth (10th) of each month. Monthly reports must contain the following information:

1. **Amount of Solid Waste and Recyclable Materials Collected** – Spreadsheet listing

City of Alpine
RFP # 2021-11-01

amounts (in tons/pounds) of solid waste and recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.

2. **Customer List for Roll-off Services** – identify each by address and level of service, name, and contact information.
3. **Billing and Revenue Documentation** – documentation justifying the successful proposer’s billings and revenue derived by the successful proposer for services within the City.
4. **Summary of motor vehicle accidents or moving violations involving the successful proposer’s vehicles** – identify vehicle, employee and description of violation.
5. **Landfill daily logs, disposal, incident reports, and coverage logs**

Section 501.27. Commingling of Materials Prohibited

Except, when approved in writing by the City, the successful proposer shall not commingle the following materials recyclable materials collected with recycling with other material. Commingling of materials in violation of the contract is a breach of the contract and may result, at the City’s discretion, in administrative charges and/or termination of the contract.

Section 501.28. Disposal of Recyclable Materials Prohibited

The successful shall not dispose of any recyclable materials collected for recycling, or market such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the City.

Disposal of recyclable materials collected for recycling, or marketing of such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of such materials, except when approved by the City, is a breach of the contract and may result in administrative charges and/or termination of the contract.

In this section, “dispose” or “disposal” means the delivery to and deposit of recyclable materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized recycling facility.

6. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES

The successful proposer shall secure and maintain throughout the duration of the contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the successful proposer to maintain adequate insurance coverage at all times. Failure of the successful proposer to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Section 600. General Requirements

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under the contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

The successful proposer shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Section 601. Workers Compensation Insurance Coverage

- (A) Definitions related to Workers Compensation Insurance Coverage:
 - Certificate of coverage ("certificate")** - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the successful proposer's employees providing services under the contract for the duration of the contract.
 - Duration of the Contract** - includes the time from the commencement of services and continuing for five years or seven years. Persons providing services includes all persons or entities performing all or part of the services the successful proposer has undertaken to perform under the contract, regardless of whether that person contracted directly with the successful proposer and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the contract, such as parts suppliers, office supply deliveries, or other incidental vendors.
- (B) The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful proposer providing services on the project, for the duration of the project.

City of Alpine
RFP # 2021-11-01

- (C) **The successful proposer must provide a certificate of coverage to the City prior to commencement of service.**
- (D) If the coverage period shown on the successful proposer's current certificate of coverage ends during the duration of the project, the successful proposer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The successful proposer shall obtain from each person providing services under the Contract, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the successful proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The successful proposer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The successful proposer shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the successful proposer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The successful proposer shall post at the office where the trucks serving the City are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The successful proposer shall contractually require each person with whom it contracts to provide services to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the successful proposer, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
 - (3) provide the successful proposer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;
 - (4) obtain from each other person with whom it contracts, and provide to the successful proposer:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;

City of Alpine
RFP # 2021-11-01

- (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer who will provide services under the contract will be covered by workers' compensation coverage for duration of the contract. The successful proposer also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the successful proposer to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The successful proposer's failure to comply with any of these provisions is a breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Section 602. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured with a requirement that the City be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the City as additional insured.

City of Alpine
RFP # 2021-11-01

Section 603. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the successful proposer or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer under the article entitled DEFENSE OF SUITS.

To the extent that the successful proposer's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence
	...\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

Section 604. Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the successful proposer to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage caused by the alleged negligence of the successful proposer or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the successful proposer shall indemnify, defend and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Section 605. Indemnity and Release

The successful proposer is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees and related expenses) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of the successful proposer, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity, defense and hold harmless agreement shall also apply to claims arising from accidents to the successful proposer, its agents or employees, whether occasioned by the successful proposer or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

City of Alpine
RFP # 2021-11-01

Section 606. Performance Bond

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the contract. Proof of renewal of the bond must be submitted to the City prior to February 28(29) each year of the contract.

7. BILLING AND PAYMENTS, ADMINISTRATIVE CHARGES, AND OTHER FINANCIAL TERMS

Section 701. Billing and Payments

The City shall provide the successful proposer a customer list for residential services and commercial services identifying each by address and level of service. The successful proposer shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the successful proposer shall update the customer list each month.

The City will be responsible for billing and collection of payments for residential services and commercial services based on the customer list. The successful proposer will be responsible for all other billings and collection of payments including roll-off services and landfill disposals. The successful proposer shall not bill customers for any fees other than those specifically authorized in the contract.

Within thirty (30) calendar days of the end of each month, the City shall remit to the successful proposer payment, less any disputed amounts, administrative charges, and payments withheld in accordance with the contract, for residential services and commercial services rendered by the successful proposer and billed by the City for the prior month.

Within thirty (30) calendar days of the end of each month, the successful proposer shall remit to the City payment for lease of the landfill, and other payments in accordance with the contract for services rendered by the successful proposer or payments due for the prior month.

Section 702. Administrative Charges

The successful proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful proposer agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and City may require payment by the successful proposer of the charges set forth for each act

1. Failure to submit an accurate report in the specified format, as required by the contract: \$200 per report per calendar day.
2. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
3. Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the contract has not occurred. The Contract Administrator shall notify the successful proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by City or its designee. It shall

City of Alpine
RFP # 2021-11-01

be the duty of the successful proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the successful proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of the contract.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

Section 703. Modification to Rates

No modification to the rates will be allowed during the initial term of the contract. City billing fees will be determined by the City and added to the base for residential, commercial, and recycling rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

All fees shall remain fixed from the execution of the contract through February 2025, three year contract or February 2027, five year contract.

Section 704. Recyclable Materials Revenues

Contractor shall retain all revenues from the sale of Recyclable Materials.

City of Alpine
RFP # 2021-11-01

8. PROPOSAL FORMAT AND CONTENT

The Proposal must contain ALL of the required paperwork. ALL forms in Appendix C must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order. Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal: Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:
1. Proposal Cover Sheet
2. Mandatory Forms
3. Proof of Satisfaction of Minimum Requirements
4. Financial Stability
5. Experience
6. Proposed Approach
7. Financial Proposal
8. Brochures, Flyers, Promotional Material

Section 800.01. Proposal Cover Sheet

Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.

Section 800.02. Mandatory Forms

Proposers shall complete the following forms:

- Form 1- Statement of Organization
- Form 2- Acknowledgement of Addendums
- Form 3- Declaration
- Form 4- Non-Collusion Affidavit
- Form 5- Conflict of Interest
- Form 6- Compliance with Federal and State Laws
- Form 7- Felony Conviction Notice
- Form 8- Insurance Requirement Affidavit

Section 800.03. Proof of Satisfaction of Minimum Requirements

Section 800.03.01. Ability to Acquire Performance Bond. Proposers shall submit with their qualification package a proof of the ability to acquire a Performance Bond that meets or exceeds the requirements set forth herein. The surety shall be a surety company duly authorized to do business in the State of Texas; having an "A" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.

Section 800.03.02. Minimum Experience. Proposer shall have a minimum of five (5) years successful experience providing solid waste, recycling services, and landfill management for a minimum of 3,000 or more households. For each reference, Proposer shall complete Form 9,

City of Alpine
RFP # 2021-11-01

which requires the following information:

- a. Name of community and description of services provided, including number of residential units and commercial units.
- b. Contact person, including name, title, phone number, and email address.
- c. Number of years of service and year in which services began.

Section 800.04. Financial Stability

Proposers shall submit the following information related to financial stability:

1. Briefly describe in narrative format the Proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC required Management Discussion.
2. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this contract. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.
3. Disclose whether Proposer or parent company has ever filed for bankruptcy.

Section 800.05. Experience

Section 800.05.01. Key Personnel Experience. Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, Public Spokesperson, etc.). For each key personnel, Proposer shall provide the following information:

- d. Description of direct experience in solid waste and recycling services;
- e. List of industry training and certifications;
- f. Landfill Management
- g. Office location of personnel; and
- h. Amount of time per week personnel will be dedicated to the City contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the City contract.

Section 800.05.02. Company Experience. Briefly describe in narrative format the Proposer's experience that is relevant to this RFP. In addition, Proposers shall provide references for other communities for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 9.

Section 800.05.03. Contracts Ended Prior to the Expiration Date. Identify any contracts in Texas, Oklahoma, New Mexico, and state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- a. Assignment of the agreement to another vendor;
- b. Termination of the agreement;
- c. Mutual agreement with the customer to discontinue service; and/or
- d. Other reason.

Section 800.05.04. Other Performance History Information. The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Oklahoma, New Mexico, and state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the

City of Alpine
RFP # 2021-11-01

United States Environmental Protection Agency, the Texas Commission on Environmental Quality or any local enforcement agency in Texas, Oklahoma, New Mexico, and state of Proposer headquarters. The list shall include name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Texas, Oklahoma, New Mexico, and state of Proposer headquarters.

Section 800.06. PROPOSED APPROACH

Section 800.06.01. Overview of Approach to Collection Services. Proposer shall provide an overview of the proposed approach for providing the following collection services:

- a. Residential Services (curbside and alley)
 - i. Solid Waste
 - ii. Recycling
 - iii. Bulky Waste
 - iv. Christmas Trees
- b. Commercial Services
- c. Roll-off Services
- d. City Services (including haul and disposal of sludge from the City wastewater treatment plant)
- e. Special Events

Section 800.06.02. Proposed Approach to Recycling Services. Proposer shall identify all recyclable materials to be collected. Proposer shall collect, at a minimum, the materials required to be included in the recycling services per the RFP. Proposer shall identify any additional materials that can be collected as part of the recycling services at no additional cost.

Section 800.06.03. Proposed Approach to Bulky Waste Services. Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the collection of bulky waste. Proposers shall describe how the seasonal nature of bulky waste will be managed including a detailed plan of how bulky waste will be managed in peak seasons or after storms.

Section 800.06.04. Residential Services Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps for residential services.

Section 800.06.05. Overview of Approach to Disposal and Processing Services. Proposer shall provide an overview of the proposed approach for disposal of solid waste and bulky waste and processing of recyclable materials collected via the program.

Section 800.06.06. Equipment. Proposer shall provide describe the following equipment:

- a. **Collection Vehicles.** The descriptions shall include:
 - i. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
 - ii. Number of front line and spare collection vehicles to be used to perform each service.
 - iii. Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
 - iv. Number of personnel needed for each collection crew to conduct each service.
 - v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
- b. **Carts.** The description shall include, at a minimum, the manufacturer, capacity, and color. Photos of the proposed carts should be included. If requested, Proposer shall

City of Alpine
RFP # 2021-11-01

provide a sample of the carts to the City.

- c. **Dumpsters and Roll-offs.** The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed dumpsters and roll-offs should be included. Proposer shall provide description of maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

Section 800.06.07. Customer Service Policies and Procedures. Proposers shall include a description of customerservice policies and procedures. Proposers shall include the following:

- a. Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer's satisfaction.
- b. Description of missed collections resolution procedures including ensuring missed collections are resolved in accordance with the RFP.
- c. Proposed customer call center information including number of customer service personnel, turn- around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.

Section 800.06.08. Customer Billing Policies and Procedures. Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful proposer (i.e. Roll-off Services). Provide a detailed description of your customer billing program, including billing cycles, collection policy and practices.

Section 800.06.9. Disaster Management Plan. Disasters resulting in significant volumes of debris may occur in the City. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Section 800.06.10. Transition Plan. Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:

- a. Individual or group of individuals that will oversee the execution of the transition plan.
- b. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- c. Detailed schedule for the transition.
- d. Proposed strategies for customer communication regarding the transition of service providers.

Section 800.07. Financial Proposal. Proposer shall complete Form 10- Financial Proposal.

Section 800.08. Brochures, Flyers, Promotional Material. Proposer shall provide any additional brochures, flyers, promotional information, etc. for the City's consideration.

Appendix A: Definitions

Terms defined herein and their derivations shall have the meanings as set forth in herein. In the event that the definitions provided here differ from those in the most current version of the City of Alpine's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a cart such as, but not limited to white goods, furniture, yard trimmings, large electronics, and other oversized solid waste.

Business Day: Business day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the contract.

Cart: Cart shall mean a receptacle purchased by the contractor or City meeting the specifications set forth in the contract which designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B).

City: City shall mean the City of Alpine, Texas.

City Facility: City facility shall mean any City owned or operated facility designated by the Contract Administrator as a City facility to receive City services. The City has the sole authority to add or eliminate City facilities to receive City services.

Collect or Collection: Collect or Collection shall mean the act of removing solid waste, including bulky waste, for transport to a disposal site or the act of removing recyclable materials.

Commercial Service Unit: Commercial Service Unit shall mean all establishments other than residential service units within the corporate limits of the City.

Container: Container shall mean carts, dumpsters and roll-offs.

Contract: Contract shall mean this Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the contractor.

Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of the contract.

Contractor: Contractor shall mean the individual, firm, partnership, joint venture, corporation, or association performing the services under the contract with the City.

Disaster Debris: Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

City of Alpine
RFP # 2021-11-01

Disposal: Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water dispose or disposal: Dispose or disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or un-containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall dispose of materials at a disposal site.

Disposal Site: Disposal site shall mean the City of Alpine landfill or other solid waste management facility permitted under all applicable local, state, and federal laws and regulations for disposal of solid waste.

Dumpster: Dumpster shall mean a metal receptacle with a tight fitting lid and a minimum capacity of approximately one and a half (1.5) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Contractor shall provide dumpsters to customers.

Process or Processed or Processing: Process or Processed or Processing shall mean recovery of recyclable materials, treatment into recovered materials, and marketing of recovered materials to end markets.

Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for processing of recyclable materials.

Recyclable Materials: Recyclable Materials shall mean plastic #1 and # 2, newspapers, aluminum, corrugated cardboard, tin, mixed paper, glass bottles & jars, scrap metal, and brush. In addition, recyclable materials includes other materials proposed by contractor to be included and agreed by the City to be included as recyclable materials.

Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling: Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Services: Recycling Services shall mean the collection and processing of recyclable materials.

Residential Unit: Residential Unit shall mean dwelling as defined by the Alpine's Zoning

City of Alpine
RFP # 2021-11-01

Ordinance and designated by the Contract Administrator as a Residential Unit.

Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide roll-offs.

Special Events: Special Events shall mean events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events.

Set-out: Set-out shall mean material(s) placed by a customer for collection by contractor.

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.

Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Waste: Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods: White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

City of Alpine
RFP # 2021-11-01

Appendix B: Current City Facilities Service Level

Information City Facilities Dumpsters & Carts – Regular & Recycling

Facility	Address	# of Dumpsters	# of Recycling Dumpsters	Other
City Hall	100 North 13 th	2 – 3 CY	3 – 3 CY	
Alpine Civic Center	801 West Holland	2 -3 CY		
Gas Department	203 North Apple	1 – 3 CY		
Alpine Police Department	309 West Sul Ross	3 – 3CY		
Alpine Utilities Department	309 West Sul Ross			
Utilities Dept – Warehouse	100 N 8th	1 – 3 CY		
Alpine Wastewater Plant	1 Sewer Plant Road (located off N Hwy 118)	2 – 3 CY		
Alpine Municipal Casparis Airport	3401 N Hwy 118	1 – 3 CY		
Animal Shelter	2900 Old Marathon Road	1 – 3 CY		LOCKBAR
Alpine Visitor Center	106 N 3 rd	1 – 1.5 CY		
Maintenance Yard	709 South 9 th	1 – 3 CY		
Kokernot Park	1300 N Fighting Buck	2 – 3 CY		
Alpine Municipal Swimming Pool	1400 N Fighting Buck	1 – 3 CY		
Medina Park				
Baines Park	400 S 5th	2 – 3 CY		
Hal Flanders Recycle Center	3300 Old Cemetery Road			
Alpine Neighborhood Center	607 W Ave I	1 – 3 Y		
Alpine School (Formerly Sunshine House)	201 E Sul Ross	1 – 3 CY		

Appendix C: Forms

Form 1: Statement of Organization

1. **PROPOSER**

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact Person: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-Mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) _____

(b) _____

(c) _____

City of Alpine
RFP # 2021-11-01

Form 2: Acknowledgement of Addendums

Proposal for Solid Waste Collection and Recycling Collection and Landfill Lease and
Operations, RFP #2021-11-01

Due: 4:00 PM, November 30, 2021 Estimated Award Date: January 4, 2022

Proof of capability to obtain performance bond due with sealed proposal Performance
& Payment Bonds: REQUIRED UPON AWARD (Section 1260).

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false or sham Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Alpine.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

City of Alpine
RFP # 2021-11-01

Please check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor ☐Unincorporated

Include either ☐Social Security or ☐Federal Tax Identification Number: _____

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Qualified Proposer	Attest:
Signature of Qualified Proposer: Date:	Corporate Seal

City of Alpine
RFP # 2021-11-01

Form 3: Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he/she has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied themselves fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Alpine Solid Waste and Recycling Collection and Landfill Lease and Operations as stated in RFP 2021-11-01

Firm/Corporation

Address

Name

Signature

Title

Submittal Date

City of Alpine
RFP # 2021-11-01

Form 4: Non-Collusion Affidavit

STATE OF TEXAS

COUNTY OF: _____

I state that I am _____ of _____
(Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____
(Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Alpine of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature Sworn to and Subscribed before me

This _____ day of _____, 2021

Name

_____(Notary Public)

Company Position

My Commission Expires:

City of Alpine
RFP # 2021-11-01

Form 5: Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity 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. By law, this questionnaire must be filed with the City Secretary of the City of Alpine not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on August 1, 2007 now allows for two changes to the original statute:

The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and if the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, the City of Alpine requires this Questionnaire be completed and turned in with your bid. If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "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."

City of Alpine
RFP # 2021-11-01

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

City of Alpine
RFP # 2021-11-01

Form 6: Compliance with Federal and State Laws

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Alpine. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Alpine Finance Department and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in ten (10) business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Authorized Signature

City of Alpine
RFP # 2021-11-01

FORM 7: FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a municipality may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Litigation History: _____

Signature of Company Official: _____

City of Alpine
RFP # 2021-11-01

Form 8: Insurance Requirement Affidavit

This Form to be completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by the City, I will be able, within ten (10) days after the bidder is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent _____

Print or Type Agent's Name _____

Name of Insurance Carrier

Address of Insurance Agency

City/State

Phone number where agent can be reached

Facsimile (Fax) number where agent can be reached

Bidder's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the

_____ Day of _____, 2020.

Notary public in and for the State of _____

**City of Alpine
RFP # 2021-11-01**

Note to Agent & Bidder:

Refer to Section 6 – “Insurance, Performance Bond, and Indem” for coverage amounts etc. If the ten day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low bidder meeting specifications. If you have any questions concerning these requirements, please contact the Finance Department at j.gonazales@alpine.tx.us.

City of Alpine
RFP # 2021-11-01

Form 9: Reference

Proposer Name: _____

Experience Information:

Name: _____

Location:

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Experience Overview:

Dates of Service: _____

Residential Units: _____

Commercial Units: _____

Additional Experience/Project Description:



City of Alpine
RFP # 2021-11-01

Form 10: Financial Proposal – Solid Waste and Recycling for Residential and Commercial

All fees proposed in Forms 10 are proposed on a year to year basis up to five (5) years. Proposers may identify any discounts available if the City elects a five (5) year initial contract term. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

City of Alpine
RFP # 2021-11-01

FORM 10

SERVICE TYPE	PROPOSED RATE YEAR 1	PROPOSED RATE YEAR 2	PROPOSED RATE YEAR 3
Res Inside			
COMMERCIAL			
1.5 CY 1x per week (MINIMUM CHARGE)			
3.0 CY 1X PER WEEK			
4 CY 1 X PER WEEK			
Special Small Commercial <.5 Cu Yard			
1.5 2 x WEEK			
3.0 CY 2 WEEK			
4.0 CY 2 X WEEK			
1.5 CY 3X WEEK			
3.0 CY 3X WEEK			
4.0 CY 3X WEEK			
1.5 CY 4 X WEEK			
3.0CY 4X WEEK			
4.0 CY 4X WEEK			
1.5 CY 5X PER WEEK			
3.0 CY 5X WEEK			
4.0 CY 5X WEEK			
1.5 CY 6X WEEK			
3.0 CY 6X WEEK			
4.0 CY 6 X WEEK			
LOCK BAR			
EXTRA PICKUP			
Permit Fee			
1.5 CY 1 RECYCLE			
3.0 CY 1X PER WEEK RECYCLE			
4.0 CY 1X PER WEEK RECYCLE			
1.5 CY 2X PER WEEK RECYCLE			
3.0 CY 2X PER WEEK RECYCLE			
4.0 CY 2X PER WEEK RECYCLE			
EXTRA PICKUP			
1.5 CY 1 RECYCLE			
3.0 CY 1X PER WEEK RECYCLE			
4.0 CY 1X PER WEEK RECYCLE			
1.5 CY 2X PER WEEK RECYCLE			
3.0 CY 2X PER WEEK RECYCLE			
4.0 CY 2X PER WEEK RECYCLE			
EXTRA PICKUP			

City of Alpine
RFP # 2021-11-01

FORM 10

SERVICE TYPE	PROPOSED RATE YEAR 4	PROPOSED RATE YEAR 5	DISCOUNT
Res Inside			
COMMERCIAL			
1.5 CY 1x per week (MINIMUM CHARGE)			
3.0 CY 1X PER WEEK			
4 CY 1 X PER WEEK			
Special Small Commercial <.5 Cu Yard			
1.5 2 x WEEK			
3.0 CY 2 WEEK			
4.0 CY 2 X WEEK			
1.5 CY 3X WEEK			
3.0 CY 3X WEEK			
4.0 CY 3X WEEK			
1.5 CY 4 X WEEK			
3.0CY 4X WEEK			
4.0 CY 4X WEEK			
1.5 CY 5X PER WEEK			
3.0 CY 5X WEEK			
4.0 CY 5X WEEK			
1.5 CY 6X WEEK			
3.0 CY 6X WEEK			
4.0 CY 6 X WEEK			
LOCK BAR			
EXTRA PICKUP			
Permit Fee			
1.5 CY 1 RECYCLE			
3.0 CY 1X PER WEEK RECYCLE			
4.0 CY 1X PER WEEK RECYCLE			
1.5 CY 2X PER WEEK RECYCLE			
3.0 CY 2X PER WEEK RECYCLE			
4.0 CY 2X PER WEEK RECYCLE			
EXTRA PICKUP			
1.5 CY 1 RECYCLE			
3.0 CY 1X PER WEEK RECYCLE			
4.0 CY 1X PER WEEK RECYCLE			
1.5 CY 2X PER WEEK RECYCLE			
3.0 CY 2X PER WEEK RECYCLE			
4.0 CY 2X PER WEEK RECYCLE			
EXTRA PICKUP			

City of Alpine
RFP # 2021-11-01

EXTRA PICKUP		
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Form 11: Financial Proposal – Landfill Rates & Lease Fees

In addition to the compacted and non-compacted rates, the City requests Proposers to include rates/fees for single item disposals. Included below are the minimum items. Proposers should include as many items as possible that may benefit the residents of Alpine and assist with the deterrence of illegal dumping.

DESCRIPTION	PROPOSED RATE	LANDFILL LEASE FEE (CITY PORTION)
COMPACTED -PER TON		
NON-COMPACTED -PER TON		
SINGLE ITEM DISPOSAL		
RECLINER/CHAIR		
COUCH		
MATRESS – VARIOUS SIZES		
BOX SPRING – VARIOUS SIZES		
WATER HEATER		
STOVE		
WASHER		
DRYER		
DISHWASHER		
REFRIGERATOR (MUST BE TAGGED)		
FREEZER (MUST BE TAGGED)		
AC UNIT (MUST BE TAGGED IF UNIT UTILIZES REFRIGERANT)		