



City of Tomball

Gretchen Fagan
Mayor

Jan Belcher
City Manager

Request for Proposal **Solid Waste Collection and Disposal Services** **Project 2009-09**

The City of Tomball, Texas is accepting sealed proposals for **Solid Waste Collection and Disposal Services** – Type of Work: collection, transport, and disposal of all residential and commercial solid waste, including refuse, brush, and tree trimmings, bulky waste, and recyclables from the contract area to a disposal or processing site identified by the contractor. Information relative to this project and/or a complete proposal package may be obtained from Theresa Witt, or Steve Purvis at City of Tomball Department of Public Works, 501 James St., Tomball, TX 77375 or contact same at 281-290-1419 and 281-290-1426 respectively.

Sealed proposals shall be addressed to Theresa Witt, Purchasing Agent, City of Tomball, Texas, 501 James Street, Tomball, Texas 77375 and shall be labeled **“Project Number 2009-09, DO NOT OPEN”** and **“Solid Waste Collection and Disposal Services”**. Proposals shall be submitted no later than **2:00 p.m., Tuesday, August 18, 2009**. It is the sole responsibility of the proponent to insure that this proposal is actually in the office of the City Purchasing Agent of the City of Tomball prior to the expiration of the time and date stated above.

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

Jan Belcher
Jan Belcher, City Manager

CERTIFICATION

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Tomball, Texas on the 4th day of August, 2009.

Doris Speer
Doris Speer, City Secretary

INSTRUCTION TO PROPOSERS

SOLID WASTE COLLECTION AND DISPOSAL

1. RECEIPT AND OPENING OF PROPOSALS

The City of Tomball (the "City") invites and will receive Proposals on the forms attached thereto, all information on which must be appropriately completed. Proposals will be received at the office of the Purchasing Agent until 2:00 p.m. Central Daylight Savings Time on August 18, 2009. The envelope containing the Proposals must be sealed and addressed to Theresa Witt, Purchasing Agent, City of Tomball and plainly marked "**Proposal for Solid Waste Collection and Disposal**" "**PROJECT 2009-09, DO NOT OPEN**".

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Proponent in the form attached hereto. Additional copies of the Proposal form may be obtained from the City on request. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full, in ink or typewritten, in both words and figures.

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

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, the Proponent address, and plainly marked "**Proposal for Solid Waste Collection and Disposal**" "**PROJECT 2009-09, DO NOT OPEN**". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal.

Any Proposal may be withdrawn in writing to the Purchasing Agent prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a cashier's check of the Proponent, drawn on a national bank, in an amount of Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Proponent that the Proponent will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Proponent), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Proponent have executed the Contract, or, if no Proponent's Proposal has been selected within ninety (90) days after the date of the

opening of Proposals, upon demand of the Proponent at any time thereafter, so long as the Proponent has not been notified of the acceptance of the Proposal.

Each Proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

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

The Proponent to whom the contract shall have been awarded will be required to execute five (5) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected Proponent) and to furnish requested insurance certificates for surety (equal to 100% of the annual Contract sum) and various liabilities. In case of the Proponent refusal or failure to do so within twenty (20) days after the Proponent's receipt of formal notice of award, the Proponent will be considered to have abandoned all Proponent's rights and interests in the award, the Proponent's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proponent or the work readvertised for Proposals as the City may elect.

5. SECURITY FOR FAITHFUL PERFORMANCE

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

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

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

The form of the bond is appended hereto.

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

6. POWER OF ATTORNEY

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

7. SCOPE OF WORK

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

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

Should the sanitation service provider decide to observe any holiday by the suspension of collection service on the holiday, such provider will in no manner be relieved of the obligation to provide collection service at least twice per week.

The sanitation service provider will provide donated special collection services for important and community events and for City locations.

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

8. CONDITIONS

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

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

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

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

Proponents must comply with the conflict of interest provisions of the City Charter and Code of Ordinances. Prior to the submission of a proposal, Proponents may be required to file with the City Secretary a disclosure of interest. Proponents are obligated to provide updated information concerning the disclosure of interest, as warranted, throughout the time the proposals are being considered.

9. ADDENDA AND EXPLANATIONS

Explanations, such as the meaning or interpretation of the invitation, specifications, definitions, etc., desired by a prospective Proponent shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the City Secretary. Any verbal statements regarding same, by any person, previous to the award, shall be unauthoritative and not binding.

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

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

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

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

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

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

11. COMPETENCY OF PROPONENT

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

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

- (a) An itemized list of the Proponent's equipment available for use on the Contract;
- (b) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents;

- (c) Evidence, in form and substance satisfactory to the City, that the Proponent has been in existence as a going concern in refuse collection and operation of a sanitary landfill, in excess of five (5) consecutive years immediately preceding the date of Proposal and possesses not less than five (5) consecutive years of actual operating experience as a going concern in refuse collection and operation of a sanitary landfill;
- (d) Evidence, in form and substance satisfactory to the City, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents;
- (e) Evidence, in form and substance satisfactory to the City, of Proponent's experience as a going concern in the refuse collection from operations of comparable size to that contemplated by the Contract Documents;
- (f) A copy of the latest available financial statements of the Proponent (or its Parent Corporation if Individual Subsidiary or Division Financial Statements are not prepared and generally available) Certified by a Firm of Independent Certified Public Accountants;
- (g) Statement that the Proponent is in good standing in the State of Texas, and in the case of a Corporation organized under the Laws of any other State, evidence that the Proponent is licensed to do business in the State of Texas, in the form of a Certificate from the Secretary of State; and,
- (h) Such additional information as will satisfy that the Proponent is adequately prepared to fulfill the Contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

12. DISQUALIFICATION OF PROPONENTS

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

- (a) Evidence of collusion among Proponents;
- (b) Lack of competency as revealed by either Financial Statement, experience or equipment statements as submitted, or other factors;
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
- (d) Default on a previous contract for failure to perform; and,

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

13. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the City. The City intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read.

DEFINITIONS

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

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

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

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

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

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

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

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

Contract Area – The geographical boundaries of the CITY limits within which the CONTRACTOR will provide services.

Contractor – The Individual, Corporation or Partnership with whom the CITY has executed the service contract.

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

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

Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, nonputrescible, combustible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, school and hospitals.

Green Waste – Grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar materials, which are generated in the maintenance of yards and gardens, and are separated from other solid waste materials.

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

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

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

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

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

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

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

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

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

GENERAL SPECIFICATIONS

The City of Tomball is seeking proposals for the performance of services as described herein. Proposers may elaborate on the method by which they propose to provide the services requested and they may offer alternative solutions for the delivery of the services required by the citizens of the City of Tomball.

1. Collection and Disposal of Unlimited Residential Garbage and Trash

The City is currently providing curbside collection of bagged only residential garbage and trash. The number of homes that is currently being served is 2,319. Bulky waste and yard waste are to be placed at the curb and collection of these items must be provided a minimum of one time per week. Brush and limbs must be stacked in lengths of not over four (4) cubic feet.

2. Collection and Disposal of Commercial and Industrial Solid Waste

The City is presently providing commercial service to small businesses with 90 gallon carts and is providing containerized commercial service with various size front loader boxes. The Proposer may select to change the method of collecting the commercial accounts and, if so, the Proposer must describe specifically the method by which the proposed service is to be provided. Industrial service to the City of Tomball is to be provided in a manner that serves the needs of the business. Alternative methods must be made available so that the businesses and industries will have a choice of service that reflects their needs as they grow.

3. Curbside Recycling Program

The Proposer is to describe the curbside recycling program that the Proponent submits for the citizens of the City. This program is to provide as a minimum, a one-time per week curbside collection of newsprint, inserts, plastic containers, and aluminum. The Proposer must also agree to collect additional recyclable items and other materials at no additional cost to the City as markets develop.

The Proposer must agree to provide the recycling container(s) to each residential unit and must utilize a collection vehicle that is constructed for the specific purpose of collecting curbside recyclables.

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

City of Tomball, Texas

Project #2009-09

Solid Waste Collection and Disposal

Item #	Description of Current Services	Pick Ups Per Week	Estimated Number of Units	Fee Per Unit Per Week	Annualized Quote
1	Residential curbside refuse collection and disposal	2	2319		
2	Residential curbside recyclable collection and processing	1	2319		
3	Residential curbside green waste collection and disposal	1	2319		
4	95 Gallon Commercial Container	1	123		
5	Additional 95 Gallon Commercial Container to Same Customer	1	0		
6	95 Gallon Commercial Container	2	74		
7	Additional 95 Gallon Commercial Container to Same Customer	2	0		
8	3 Yard Commercial Dumpster	1	66		
9	Additional 3 Yard Commercial Dumpster to Same Customer	1	1		
10	3 Yard Commercial Dumpster	2	16		
11	Additional 3 Yard Commercial Dumpster to Same Customer	2	0		
12	3 Yard Commercial Dumpster	3	4		
13	Additional 3 Yard Commercial Dumpster to Same Customer	3	0		
14	3 Yard Commercial Dumpster	4	11		
15	Additional 3 Yard Commercial Dumpster to Same Customer	4	0		
16	3 Yard Commercial Dumpster	5	0		
17	Additional 3 Yard Commercial Dumpster to Same Customer	5	3		
18	3 Yard Commercial Dumpster	6	2		
19	Additional 3 Yard Commercial Dumpster to Same Customer	6	1		

City of Tomball, Texas

Project #2009-09

Solid Waste Collection and Disposal

Item #	Description of Current Services	Pick Ups Per Week	Estimated Number of Units	Fee Per Unit Per Week	Annualized Quote
20	4 Yard Commercial Dumpster	1	31		
21	Additional 4 Yard Commercial Dumpster to Same Customer	1	1		
22	4 Yard Commercial Dumpster	2	15		
23	Additional 4 Yard Commercial Dumpster to Same Customer	2	1		
24	4 Yard Commercial Dumpster	3	7		
25	Additional 4 Yard Commercial Dumpster to Same Customer	3	0		
26	4 Yard Commercial Dumpster	4	0		
27	Additional 4 Yard Commercial Dumpster to Same Customer	4	0		
28	4 Yard Commercial Dumpster	5	0		
29	Additional 4 Yard Commercial Dumpster to Same Customer	5	4		
30	4 Yard Commercial Dumpster	6	1		
31	Additional 4 Yard Commercial Dumpster to Same Customer	6	0		
32	6 Yard Commercial Dumpstster	1	48		
33	Additional 6 Yard Commercial Dumpster to Same Customer	1	5		
34	6 Yard Commercial Dumpster	2	39		
35	Additional 6 Yard Commercial Dumpster to Same Customer	2	0		
36	6 Yard Commercial Dumpster	3	22		
37	Additional 6 Yard Commercial Dumpster to Same Customer	3	5		
38	6 Yard Commercial Dumpster	4	5		
39	Additional 6 Yard Commercial Dumpster to Same Customer	4	0		
40	6 Yard Commercial Dumpster	5	17		

City of Tomball, Texas

Project #2009-09

Solid Waste Collection and Disposal

Item #	Description of Current Services	Pick Ups Per Week	Estimated Number of Units	Fee Per Unit Per Week	Annualized Quote
41	Additional 6 Yard Commercial Dumpster to Same Customer	5	0		
42	6 Yard Commercial Dumpster	6	3		
43	Additional 6 Yard Commercial Dumpster to Same Customer	6	0		
44	8 Yard Commercial Dumpster	1	22		
45	Additional 8 Yard Commercial Dumpster to Same Customer	1	1		
46	8 Yard Commercial Dumpster	2	51		
47	Additional 8 Yard Commercial Dumpster to Same Customer	2	3		
48	8 Yard Commercial Dumpster	3	51		
49	Additional 8 Yard Commercial Dumpster to Same Customer	3	4		
50	8 Yard Commercial Dumpster	4	5		
51	Additional 8 Yard Commercial Dumpster to Same Customer	4	0		
52	8 Yard Commercial Dumpster	5	7		
53	Additional 8 Yard Commercial Dumpster to Same Customer	5	1		
54	8 Yard Commercial Dumpster	6	7		
55	Additional 8 Yard Commercial Dumpster to Same Customer	6	0		

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

City of Tomball, Texas

Project #2009-09

Solid Waste Collection and Disposal

Item #	Description of Current Services	Estimated Number of Units	Delivery Fee	Monthly Rental	Haul and Disposal Fee
56	20 Yard Commercial Roll Off (1 Year or More)				
57	30 Yard Commercial Roll Off (1 Year or More)				
58	40 Yard Commercial Roll Off (1 Year or More)				
59	Compactor/Roll Off Container/ Equipment				
					CYD Disposal
60	Temporary 20 Yard Roll Off Container (Less Than 12 Months); Per Job per Day (not per Month)				
61	Temporary 30 Yard Roll Off Container (Less Than 12 Months); Per Job per Day (not per Month)				
62	Temporary 40 Yard Roll Off Container (Less Than 12 Months); Per Job per Day (not per Month)				

Please provide the basis that you propose for future year's fee projections below:
