

REQUEST FOR PROPOSAL

WASTE DISPOSAL SERVICES

CITY OF TEXARKANA, ARKANSAS



TABLE OF CONTENTS

Introduction	3
Proposal Submission	3
Pre-Proposal Conference	3
Proposer’s Clarification	3
Insurance	3
Workers Compensation and Public Liability and Property Damage Insurance	3-4
Equal Employment Opportunity	4
Alternations or Modifications	5
Subcontracts	5
Right to Audit Records	5-6
Dissemination of Information	6
Permits/Licenses	6
Observance of Laws, Ordinances and Regulations	6
Withdrawal of Proposals	6
Proposal Rejection.....	6
Execution of Contract.....	7
Contract Termination	7
Scope of Services	7-8
Information Required with Proposals	8
Compensation	9
Evaluation of Proposals.....	9
Assignment of Key Staff.....	9
Selection Committee	9
Questions Regarding Specifications	10
FORMS	
Non-Collusion Affidavit	11-13
Non-Discrimination Statement.....	14
Non-Indebtedness	15

INTRODUCTION

The City of Texarkana is requesting proposals for a service provider for solid waste disposal services. Service provider shall have expertise in the operation and management of landfills and/or transfer stations. The waste to be delivered to the facility will be collected and transported by contracted solid waste haulers. The City delivers approximately 21,000 tons of solid waste (trash and street sweepings) on an annual basis.

The term of the contract will be five years, with three additional one-year contract extensions at the City's option.

PROPOSAL SUBMISSION

Eight (8) hard copies of the proposal, inclusive of all requested information and supporting documents, shall be submitted to the City Manager. Proposals shall be received until 3:00 P.M. on March 15, 2019, at which time the proposal shall be opened publicly at the office of the City Manager. Proposers are invited to be present at the RFP opening.

Proposals received after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will be held on March 8, 2019 at 10:00 A.M.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with copies of permits, any related insurance certificates of adequate limits, as later indicated, to protect the City of Texarkana, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub- contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and

discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Texarkana as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Workmen's Compensation insurance covering all employees of contractor engaged in the execution of landfill operations.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Texarkana, 216 Walnut Street, Texarkana, AR 71854*. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Sub-proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub-proposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub-proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract (including, without limitation, all billing records and weight records or tickets). Such books and

records shall be maintained by the proposer for a period of five (5) years following the termination of the contract or sub-contract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers may revise or withdraw their proposals at any time prior to the due date and time by emailing Tyler Richards, Public Works Director at tyler.richards@txkusa.org or Tracie Lee, Assistant Public Works Director at tracie.lee@txkusa.org. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Texarkana

PROPOSAL REJECTION

The City of Texarkana reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

*******Notice to proposers the City is also considering participating in services offered through the Southwest Arkansas Solid Waste District (SWASWD). As the City is a member of this district a proposal is not required from SWASWD. If the terms and/or services available to the City as a member of the SWASWD are determined to be more beneficial to the citizens of Texarkana the City will reject all proposals submitted through this RFP.*******

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. The proposer is not adequately complying with the specifications.
- D. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- F. The proposer refuses to proceed with work when and as directed by the City.
- G. The proposer abandons the work.

SCOPE OF SERVICES

Management of Waste

Disposal and Processing Facility Information:

Proposers shall provide the following information for all disposal and/or processing facilities to be used to provide solid waste disposal services under the Agreement.

- a. Name, location, and description of the facility and the type of material that will be accepted, processed, and/or disposed at the location.
- b. Name of owner and operator of the facility (or facilities), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
- c. Contact name and phone number of the site/landfill manager.
- d. Term of the Proposer's contract with the facility (if applicable).
- e. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their

commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- f. End product for yard trimmings, if accepted, at the disposal/processing facility.
- j. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - i. Description of complaint resolution procedures.
 - ii. Name, title and contact information of Proposer's staff responsible for complaints.
- k. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing, documenting, and reporting disposal services provided to the City.

INFORMATION REQUIRED WITH PROPOSALS

Please provide this information on separate sheets of paper in the order listed:

1. Price per ton for municipal solid waste, trash, and rubbish
 - Rate shall be the same rate applied to all municipal solid waste (*both residential and commercial waste*).
2. Price per ton for tires
3. Price per ton for street sweepings
4. Qualifications and Experience.
 - Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal. Proposer shall include length of time in the industry as part of description of qualifications and experience.
 - Identify the key personnel to be assigned to render the services required. Provide a list of past experience and all certifications and licenses.
5. Stability.
 - Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.
6. Days and Hours of Operation.

- Holiday Schedule (closed)

COMPENSATION

Proposer shall identify all waste streams accepted at the facility with associated costs. Costs shall be presented in per ton format.

EVALUATION OF PROPOSALS

The City of Texarkana will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Texarkana, price and all other factors considered.

The evaluation will be based upon the following areas:

- a. Completeness of response to the RFP
- b. Relevant experience (permits, certifications and licenses)
- c. Stability of Price
- d. Proximity of the facility to the City of Texarkana
 - i. City expense related to round trip travel time will be considered
 - ii. City prefers to contract with service providers within a 15-90 mile radius of the City of Texarkana if the cost is justifiable.

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status.

All successful bidders must meet the terms and conditions of:

- The parallel residential and commercial disposal rate requirement of the City.
- Have the capacity to bill the City for residential disposal and bill the haulers for commercial disposal separately.
 - At the current time the City has three solid waste haulers that will be responsible for paying their commercial landfill fees.
 - Richardson Waste, Inc.
 - Edmondson's Trash Service
 - Waste Management

ASSIGNMENT OF KEY STAFF

If a key contact member leaves during the course of the contract, the City must be notified within 30 days of any changes in contact and provide any updated contact information

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee to include the City Manager, Public Works Director, Assistant Public Works Director and other key personnel will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Once the selection committee has evaluated each proposal a recommendation will be submitted to the Solid Waste Committee for final recommendation to the Board of Directors. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be submitted to the Public Works Department and to be given consideration must be sent in prior to 10:00 A. M. on March 8, 2019. Direct inquiries to:

Tyler Richards, Public Works Director or
Tracie Lee, Assistant Public Works Director

City Hall, Public Works Department
216 Walnut Street
Texarkana, AR 71854
FAX - (870) 773-2395

tyler.richards@txkusa.org
tracie.lee@txkusa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via email to all prospective proposers no later than March 15, 2019.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION

AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the State of Arkansas Reporting of Suspected Collusion, ARK. Code Ann. § 19-11-240, 19-11-244; R1 to R2: 19-11-244, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION
AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says
that:

He/She is _____ of the Proposer that
has

(Owner, Partner, Officer, Representative or Agent)

submitted the attached
Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Texarkana or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Texarkana, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of Texarkana in awarding the Contract(s) for which this Bid 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 Texarkana of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary
Public

My Commission Expires:

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

PROPOSER

TITLE

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS TO THE
CITY OF TEXARKANA**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Texarkana (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of
Provider

By: __ Authorized Signatory

Title: . President or Vice President

Attest: _____