



CITY OF KYLE, TEXAS

Invitation for Bid for the

**WASTEWATER TREATMENT PLANT SOLIDS HAULING & DISPOSAL: 2023-01-
WWTP**

A. NOTICES

1. Notice To Responders

The City of Kyle is accepting sealed bids for the selection of a vendor to provide services for the hauling and proper disposal of belt filter pressed solids. The belt filter press is expected to be in operation May 2023. The City of Kyle invites qualified companies to submit sealed bids that include proper containers for solids storage, hauling of solids, and proper disposal of solids according to the State of Texas, Texas Commission on Environmental Quality requirements.

The purpose of this RFP is to provide minimum requirements, solicit Proposals and gain adequate information from which the City may evaluate the Applicant's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

2. Submission Location And Marking

Proposals marked **WASTEWATER TREATMENT PLANT SOLIDS HAULING & DISPOSAL: 2023-01-WWTP** are to be submitted to:

Timothy Samford
City of Kyle, Division Manager of Treatment Operations
520 E. RR 150, Kyle, TX
(512) 262-3024 Ext. 4012
City of Kyle Public Works Department
520 E. RR 150, Kyle, TX.

3. Deadline

Bids will be received at the City of Kyle Public Works Department, 520 E. RR 150, Kyle, TX, until **2:00 p.m., May 31, 2023**, and then publicly opened and read aloud. Any bids received after this time will be returned unopened. Proposals shall be plainly marked with the same name and address of the Bidder and the following words: **WASTEWATER TREATMENT PLANT SOLIDS HAULING & DISPOSAL: 2023-01-WWTP**.

Any proposal received later than the specified time, whether delivered in person, by postal mail, or emailed shall be disqualified. The City of Kyle will not be responsible for delivering mail from the post office. The City of Kyle will not be responsible for proposals delivered to any location other than the one specified above. The City of Kyle will not accept emailed responses.



Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before the deadline.

4. Bid Documents

Bid Documents in an electronic format may be obtained on the City of Kyle website at:

<https://www.cityofkyle.com/rfps>

State statutes including wage and hour provisions and contract regulations must be adhered to as they relate to this project. Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Bidders should carefully examine the requirements, specifications, and other documents, visit the site of work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from, the plans, specifications, or other documents, or should be in doubt as to their meaning, the Bidder should notify Timothy Samford at tsamford@cityofkyle.com or at (512) 262-3024 Ext. 4012 and obtain clarification prior to submitting any bid, but no later than **1:00 p.m. on May 30, 2023.**

B. PROPOSAL FOR WASTEWATER TREATMENT PLANT SOLIDS HAULING & DISPOSAL: 2023-01-WWTP

1. Scope of Work

The City is dedicated to providing responsive commercial solid waste services to meet the needs of the City of Kyle. The City is interested in Proposals from Applicants with a strong commitment to excellent customer service, which will work well with the City management and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal Applicant will be customer-focused, responsive, innovative, friendly, and committed to offering residents quality service. The City desires an Applicant that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

2. Services

Bids are invited for several items and quantities of work as follows:

- i. Delivery and pickup of 20 cubic yard roll off containers for the storage of pressed solids material from the City of Kyle's wastewater treatment facility.
- ii. Hauling and proper disposal of pressed solids material.
- iii. Container weights accounting for solids disposed of are to be documented on each manifest.



- iv. Minimum quantity of three (3) empty containers to remain onsite at the wastewater treatment plant at all times.

3. Pick Up Locations Include

City of Kyle Wastewater Treatment Plant – 941 New Bridge Dr. Kyle, TX 78640

4. Other Requirements

Applicant responsibilities include the applicant must demonstrate the ability to complete the following:

- i. Collect and transport solid waste from the above listed locations to the Applicant's designated disposal site, which must be a properly licensed waste disposal facility.
- ii. Weight of material per container hauled from Owners (City of Kyle) facility shall accompany associated invoices to Owner.
- iii. At the onset of the contract, Applicant will be responsible for delivering any new containers required to provide the bid service. The proposal shall include the cost, if any, of additional containers.
- iv. Leaving containers in designated locations.
- v. Ensuring no loose trash is left near the pick-up site or otherwise falls off the truck.
- vi. Maintain a consistent schedule (which is kept on file with the City) so that the locations can expect that full containers are to be picked up within a consistent timeframe when a request for pickup is made.
- vii. Inform the City Manager or his designee of any event (including, but not limited to: equipment failure, manpower shortage, or weather) which may delay the collection of full containers within 24 hours.
- viii. Be responsive to complaints and concerns.
- ix. If Applicant misses a pick-up, the Applicant will return to collect the container within a twenty-four (24) hour period.
- x. Maintain positive communications with the City and customers.

Applicant must also show:

- i. Legal ability to work in Texas.
- ii. Compliance with all requirements with Texas Comptroller.
- iii. All information sought in this RFP
- iv. A stated willingness to comply with all the contract terms provided herein.

5. Reservations

The City of Kyle reserves the right to reject any or all proposals submitted. Resolution 795-Adopted March 20, 2012: The City of Kyle Council hereby gives local preference if the contractor meets requirements under the Local Government Code Section 271.9051.

City of Kyle reserves the right to waive any informalities in the bidding. Bids may be held by City of Kyle for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award. The



final Notice of Award of Contract shall be given to the successful bidder by the City of Kyle within sixty (60) days following the opening of bids and no bidder may withdraw his bid within sixty (60) days after opening thereof.

The City of Kyle is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

6. Experience

Applicant must disclose the amount of time that Applicant has been performing service under its current business name. Applicants shall provide a list of communities similar to the City for which the Applicant or any affiliate has provided similar services to those for which Applicant is submitting a proposal. The City reserves the right to contact such communities to inquire about performance.

Applicant shall disclose any contract in the past five (5) years that ended prior to the contract expiration date due to any of the following reasons:

- i. Assignment of the agreement to another vendor;
- ii. Termination of the agreement;
- iii. Mutual agreement with the Customer to discontinue service; and/or
- iv. Other reasons.

7. Warranty

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit any approved technologies an Applicant may use to provide such services. Applicant represents, by submitting a Proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the contract. The City will expect and demand quality service from the successful Applicant at all times.

8. Facility

Applicant shall describe the disposal facility and/or recycling facility to be used to provide service to the City. For each facility, Applicant shall provide the following:

- i. Name of facility;
- ii. Owner(s) of facility;
- iii. Location of facility; and
- iv. Required local, state, or national permits for the facility.

9. Conflict



The Texas legislature added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Kyle, including affiliations and business and financial relationships such persons may have with City of Kyle City officers. The form can be found at the Texas Ethics Commission website at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

By doing business or seeking to do business with the City of Kyle including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of Kyle is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

C. CONTRACT TERMS AND CONDITIONS

Contracts awarded from this RFP are expected to include, but not be limited to, the following terms and conditions or non-substantive modifications thereof. Applicants must state their willingness to be bound by the following terms:

1. Term of Contract

The term of service shall be two (2) years beginning on a date agreed to by the City and Applicant, with up to two (2) additional renewal terms of two (2) years each. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

The successful Applicant may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before six (6) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Applicant does not provide such written notice to the City on or before six (6) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting the City from exercising the optional renewal term, the City may upon written notice to the successful Applicant not less 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.

2. Indemnification



It is further agreed that the Applicant shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Applicant under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Applicant, or any third party.

3. **Release**

The Applicant assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Applicant's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Applicant, or any third party.

4. **General**

This section outlines specific instructions for proposal submissions. **Applicants not adhering to these instructions shall be disqualified without further consideration.** To facilitate the review of the responses, Applicants shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the City's intent to constrain Applicants with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. *It is requested that proposals be limited to no more than 50 pages.* All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Kyle.

5. **Successful Applicant's Understanding And Duty**



The successful Applicant, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the charter and ordinances of the City of Kyle, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. The successful Applicant shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

The successful Applicant will be responsible for conducting criminal background checks and verifying employment eligibility on all custodial employees that will have access to City property in accordance with the state and federal laws.

6. Insurance Requirements

Contractor shall maintain, at his sole cost, at all times while performing services hereunder, the insurance and bond coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the agreement shall be delivered to the City within fifteen (15) days that notice to proceed has been accepted by the successful Applicant.

- a. Workman's Compensation Insurance: as required by laws and regulations applicable to and covering employees of the contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employer Liability Insurance: protecting Applicant against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- c. Comprehensive General Liability Insurance: including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence.

7. Governing Law And Venue

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Hays County, Texas.

8. Certificate Of Interested Parties

Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful Applicant must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>.



9. **Termination Of Contract**

The City of Kyle reserves the right to terminate the contract immediately in the event the successful Applicant:

- a. Fails to perform in accordance with this contract; or
- b. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that the City of Kyle may have in law or equity. Applicant, in submitting this proposal, agrees that the City of Kyle shall not be liable to prosecution for damages in the event that the City declares the Applicant in default.

10. **Termination For Convenience**

The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.