

CITY OF SILSBEE, TEXAS
REQUEST FOR PROPOSALS
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

Issue Date: May 5, 2026

Proposal Due Date: June 22, 2026, 2:00 PM CST

PROCESS REVIEW

The City of Silsbee, Texas (the "City") is soliciting proposals from qualified firms to provide residential and commercial solid waste collection, transportation, and disposal services within the City limits. This Request for Proposals (RFP) is issued pursuant to Texas Local Government Code Chapter 252, which requires competitive proposals for municipal contracts involving expenditures exceeding \$100,000. The City seeks proposals that offer the best value, evaluated based on factors including cost, experience, references, compliance with specifications, and financial stability.

Proposals will be evaluated by a committee appointed by the City Manager, with recommendations presented to the City Council for final award. The City reserves the right to reject any or all proposals, waive minor irregularities, or negotiate with the highest-ranked proposer(s) to achieve the best terms.

SCOPE

The selected Contractor shall provide comprehensive solid waste collection services mirroring the City's current agreement, including once-weekly automated residential collection (with house-side service for approved residents), commercial collection (poly-carts and dumpsters), bulk waste collection, special event collections, and no-charge services for City facilities. No recycling services are required. All services must comply with Texas Commission on Environmental Quality (TCEQ) regulations.

Key modifications from current operations:

- The Contractor must use only rear-loading trucks compliant with ANSI Z245.1 standards for all collections.
- Each truck must be staffed with a 3-man crew (one driver and two loaders) to ensure safe and efficient manual handling where necessary.

Services include provision, maintenance, and repair of containers; disposal at a TCEQ-permitted landfill; and coordination with the City for public education and reporting.

INSTRUCTIONS

Proposers must submit 3 original copies and 1 electronic copy (PDF on USB drive) of their proposal in a sealed envelope marked "2026- Solid Waste Collection Services RFP" to:

City Manager
City of Silsbee
1220 Highway 327 East
Silsbee, TX 77656

Proposals must include:

- A cover letter signed by an authorized representative.
- Company qualifications, including experience, references (at least three municipal clients), and financial statements.
- Detailed response to specifications, including vehicle and crew details.
- Completed Pricing Proposal Form.
- Bid security in the form of a bid bond or certified check equal to 5% of the estimated first-year contract value.
- Proof of insurance and proposed performance bond.

Incomplete proposals may be rejected.

ADDITIONAL INFORMATION (MUST BE VERIFIED BY CITY STAFF)

- Approximate number of residential accounts: 2,453 (to be verified by City records).
- Approximate number of commercial poly-cart accounts: 195.
- Approximate number of commercial dumpster accounts: 218 (various sizes and frequencies).
- House-side service: Approximately 21 residents (infirm or disabled, approved by City).
- Service area: City limits of Silsbee, Hardin County, Texas, approximately 7.73 square miles.

- Current containers: 90-gallon poly-carts; Contractor must provide equivalent or better.
- No recycling program; focus on non-hazardous household and commercial waste only.
- Bulk waste: Weekly no-charge for small items (<35 lbs); call-in fee-based for larger items.

The City will provide a list of current accounts and maps upon request during the pre-proposal conference.

SCHEDULE OF EVENTS

- RFP Issue Date: May 5, 2026
- Pre-Proposal Conference: May 26, 2026
- Questions Due: June 8, 2026
- City Responses to Questions: June 17, 2026
- Proposals Due: June 22, 2026 at 2:00 PM
- Proposal Opening/Evaluation: June 30, 2026
- Recommendation to City Council: July 20, 2026
- Contract Award: August 3, 2026
- Contract Start Date: December 1, 2026 (anticipated)

The City reserves the right to modify this schedule.

PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on May 26, 2026 at 2:00 PM at City Hall, 1220 Highway 327 East, Silsbee, TX 77656. Attendance is recommended for clarification of requirements. Questions must be submitted in writing via email to deeann@cityofsilsbee.com by the Questions Due date.

QUALIFICATION

Proposers must demonstrate:

- At least 2 years of experience in municipal solid waste collection.
- Financial stability (provide audited financial statements for the last 2 years).
- Compliance with all TCEQ permits and regulations.

- Adequate fleet and personnel to serve the City without interruption.
- No history of material contract breaches or environmental violations in the last 2 years.

The City may require site visits or interviews with shortlisted proposers.

TERMS

- Initial Term: 2 years, commencing December 1, 2026.
- Renewal Options: 3 one-year extensions, at the City's sole discretion.
- Performance Bond: 20% of Annual cost contract sum upon execution, to guarantee faithful performance.
- Insurance: Minimum coverage as specified in Article X.
- Indemnification: Broad hold-harmless clause for Contractor negligence.
- Rate Adjustments: Annual adjustments based on Consumer Price Index (CPI-U, All Urban Consumers, South Region) or equivalent, capped at 3%, at the City's sole discretion.
- Penalties: Liquidated damages for performance failures, as specified in Article XI.

The contract will be non-exclusive; the City may use alternative providers for emergencies.

CONDITIONS OF PROPOSAL SUBMISSIONS

- Proposals must be valid for 45 days after due date.
- Late proposals will be rejected.
- The City may waive minor informalities but not material deviations.
- Proposers bear all costs of preparation.
- Proposals become City property upon submission.
- Conflicts of interest must be disclosed per Texas Government Code Chapter 176.
- Equal opportunity: Compliance with federal and state anti-discrimination laws.
- Right to Protest: Any protests must be filed in writing within 15 days of award notice.

DESCRIPTION OF SERVICE AREA

The service area encompasses the incorporated limits of the City of Silsbee, Hardin County, Texas, approximately 7.73 square miles. The area includes residential neighborhoods, commercial districts, and City facilities. Proposers should anticipate rural and urban routes with varying access.

CONTRACT AND SPECIFICATIONS

The following articles outline the required contract terms and service specifications. The final contract will incorporate these, subject to negotiation.

ARTICLE I. DEFINITIONS

A. "Household Waste" means solid waste generated by households, including garbage, rubbish, and refuse, but excluding hazardous waste, bulk items over 35 pounds, construction debris, tires, appliances with Freon, and medical waste.

B. "Commercial Waste" means solid waste generated by businesses, including offices, stores, and institutions, similar in nature to household waste but in larger volumes.

C. "Bulk Waste" means large items such as furniture, appliances (no Freon), tied bundles of branches/limbs less than four (4) feet in length, bagged yard waste, and other items less than 35 pounds for weekly collection; larger items require call-in service.

D. "Container" means a 90-gallon wheeled poly-cart provided by the Contractor for residential and commercial use.

E. "Dumpster" means metal containers of 2, 4, 6, or 8 cubic yards for commercial use.

F. "Curbside" means placement at the edge of the street or alley, not more than five (5) feet from the pavement.

G. "House-Side Service" means collection from the side or rear of the residence for approved infirm or disabled residents.

H. "TCEQ" means the Texas Commission on Environmental Quality.

I. Other terms as defined in the Texas Health and Safety Code Chapter 361.

ARTICLE II. SPECIFICATIONS

A. Vehicles: All collection vehicles must be rear-loading compactors, fully enclosed, well-maintained, and compliant with ANSI Z245.1 safety standards. Vehicles must be marked with the Contractor's name and phone number and equipped with spill prevention measures. No automated side-loading or front-loading trucks permitted for residential collections.

B. Crews: Each collection truck must be staffed with a minimum 3-man crew consisting of one licensed driver and two loaders. Crews must be trained in safe handling, customer service, and waste identification.

C. Operations: Collections shall occur Monday through Friday, between 6:00 AM and 3:00 PM, excluding City holidays unless prior notice is given. Routes must be approved by the City and minimize disruption. Provider shall not conduct collection operations within designated school zones during school drop-off or pick-up hours, as established by the applicable school district or traffic control authority. Provider may, however, drive through school zones during those hours for the sole purpose of travel, provided that no collection activities are performed until the restricted period ends.

D. Spillage: Contractor must clean up any spillage during collection at no cost to the City or residents.

E. Complaints: Contractor must maintain a local office or hotline for complaints, responding within 24 hours.

ARTICLE III. COLLECTION SPECIFICATIONS

A. Household Waste: Once-weekly collection for all residential units. Maximum of three (3) 90-gallon containers per household, placed curbside by 7:00 AM on collection day. Manual loading required due to rear-loading trucks.

B. House-Side Service: Provided for approximately 21 approved residents at no extra charge. Contractor must verify eligibility with the City annually.

C. Bulk Waste: Curbside collection at no additional charge during each week's regular collection for items less than 35 pounds, including but not limited to small tables, chairs, large cardboard boxes, small appliances (no Freon), tied bundles of branches/limbs less than four (4) feet, and bagged yard waste. For larger items, Contractor shall provide call-in collection service upon request and prior payment by the customer to the City.

D. Commercial Waste: Once-weekly or more frequent collection as requested for poly-carts and dumpsters. Frequencies and sizes per Pricing Proposal Form.

E. Special Collections: No-charge collection for City-sponsored events (up to 5 per year) and City facilities (e.g., parks, offices).

F. Exclusions: No collection of hazardous waste, medical waste, construction debris, tires, or liquids. Contractor must report improper waste to the City.

ARTICLE IV. PROCESSING AND DISPOSAL

A. Ownership: Waste becomes the property of the Contractor upon collection.

B. Disposal: All waste must be transported and disposed at a TCEQ-permitted Type I landfill. Contractor must provide proof of permits and compliance.

C. Fees: Contractor bears all disposal fees; no pass-through to the City unless due to regulatory changes (subject to City approval).

ARTICLE V. CONTAINERS

A. Provision: Contractor shall provide, at its expense, 90-gallon wheeled poly-carts to all residential and commercial poly-cart customers. Containers must be durable, with lids, and marked with serial numbers.

B. Maintenance: Contractor must repair or replace damaged containers within 5 days of notice, at no cost unless due to customer abuse.

C. Delivery/Removal: City will handle initial delivery and removal for new/terminated accounts; Contractor reimburses City costs.

D. Inventory: Contractor must maintain an inventory of 30 spare containers.

ARTICLE VI. EMERGENCY RESOURCES

A. Not included in base services but available upon City request for disasters or emergencies.

B. Rates: Negotiated separately, based on actual costs plus 15 % markup.

ARTICLE VII. REPORTING AND SERVICE INFORMATION

A. Daily Logs: Contractor must provide daily reports of collections, missed pickups, impediments, and complaints.

B. Monthly Reports: Summary of service metrics, including total tonnage disposed and customer additions/removals.

C. Education: Contractor must coordinate with the City on public education materials regarding collection schedules and proper waste preparation.

ARTICLE VIII. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor, not an employee or agent of the City. Contractor controls the means and methods of performance, subject to City approval of results.

ARTICLE IX. HUMAN RESOURCES AND LABOR FORCE

A. Employees: Must be courteous, uniformed, and trained. No hiring of individuals with relevant criminal convictions without City approval.

B. Compliance: Adhere to all federal and state labor laws, including wage and hour requirements.

C. Non-Discrimination: Equal employment opportunity per Title VII of the Civil Rights Act of 1964.

ARTICLE X. INSURANCE AND INDEMNIFICATION

A. Insurance: Contractor must maintain throughout the term:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Automobile Liability: \$1,000,000 combined single limit.
- Workers' Compensation: Statutory limits.
- Umbrella Liability: \$10,000,000, excess over primary policies.

City named as additional insured; certificates provided annually.

B. Indemnification: Contractor shall indemnify, defend, and hold harmless the City, its officials, and employees from all claims arising from Contractor's negligence, willful misconduct, or breach of contract.

ARTICLE XI. PERFORMANCE BOND AND PENALTIES

A. Bond: Performance bond of 20 % of Annual cost contract sum upon execution from a surety licensed in Texas, conditioned on faithful performance.

B. Penalties: Liquidated damages for:

- Missed collections exceeding 1% monthly: \$250 per incident.
- Failure to respond to complaints within 24 hours: \$250 per occurrence.
- Unauthorized rate changes: Immediate termination.

ARTICLE XII. TERMINATION

A. By City:

- For cause: Breach after 30 days' written notice and cure period (extendable if cure ongoing).
- For convenience: With 180 days' written notice, without penalty.

B. By Mutual Agreement.

C. Upon termination, Contractor must assist in smooth transition to new provider.

ARTICLE XIII. PRICING AND ADJUSTMENTS

A. Base Rates: As proposed in Pricing Proposal Form.

B. Adjustments: Annual CPI-based increases, not to exceed 4%, effective December 1 each year.

C. Fuel Surcharge: Allowed only if diesel prices exceed \$6.00 per gallon, subject to documentation.

D. No other adjustments without City approval.

EVALUATION CRITERIA

Proposals will be scored on a 100-point scale:

- Cost (40 points): Competitiveness of proposed rates.
- Experience and References (30 points): Track record and client feedback.
- Compliance with Specifications (20 points): Adherence to rear-loading trucks, 3-man crews, and other requirements.
- Financial Stability (10 points): Ability to perform without risk of default.

PRICING PROPOSAL FORM

Proposers must complete the following table for base year rates (December 1, 2026 - November 30, 2027). Rates are per month unless noted.

Service Type	Description	Unit	Proposed Rate
Residential	1 Poly-Cart(90 gal), 1x/week	Per Account	\$
Residential	Additional Poly-Cart	Per Account	\$
Commercial	1 Poly-Cart, 1x/week	Per Account	\$
Commercial	1 Poly-Cart, 2x/week	Per Account	\$
Commercial Dumpster	2 cy, 1x/week	Per Account	\$
Commercial Dumpster	2cy, 2x/week	Per Account	\$
Commercial Dumpster	4 cy, 1x/week	Per Account	\$
Commercial Dumpster	4 cy, 2x/week	Per Account	\$
Commercial Dumpster	6 cy, 1x/week	Per Account	\$
Commercial Dumpster	6 cy, 2x/week	Per Account	\$
Commercial Dumpster	8 cy, 1x/week	Per Account	\$
Commercial Dumpster	8 cy, 2x/week	Per Account	\$
Bulk Waste Call-In	Large Items	Per Pickup	\$
House-Side Service	Per Approved Account	Included	\$0
Special Events	Per Event (up to 5/year)	Included(10 carts, 2 porta potties and 2 handwashing stations)	\$0
City Facilities	All Collections	Included	\$0
City Residents	2 Annual clean up days	Included (dates are at the City's discretion)	\$0

Total Estimated Annual Contract Value (based on _____ residential accounts): \$_____

Signature: _____ Date: _____

Authorized Representative

