Request for Proposals Solid Waste Services
Request for Proposals Solid Waste Services  
RFP # 2020-RFP-0001 

For the Period April 1, 2021, through March 31, 2026 

Mandatory Pre-Proposal Meeting July 21, 2020  
11:00 AM 

City of Waxahachie, Texas – City Hall, 401 South Rogers Street,  
Waxahachie, Texas 75165 

Proposal Due Date August 26, 2020  
4:00 PM
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A. NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Waxahachie, Texas (“the City”), at the City Hall, 401 South Rogers Street, Waxahachie, Texas 75165 no later than 4:00 P.M. CST on August 26, 2020, at which time the names of the Companies providing proposals will be read out publicly for the Solid Waste Services RFP #2020-RFP-0001. Prices will not be read aloud when the proposals are opened publicly. All Proposals must be prepared and signed by the proposer in the form attached hereto. THESE INSTRUCTIONS MUST BE INCLUDED IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE PROPOSER. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

DELIBERATION OF PROPOSALS

One original (so marked) and one (1) copy of the proposal and a thumb drive with an electronic copy of the proposal in pdf searchable format must be submitted in a sealed envelope or box. Any proposal received after the stated closing time will be deemed nonresponsive. No results will be made available when proposals are submitted to the City. The outside of the envelope or box should be marked:

Attention: Cherise De Los Santos, Purchasing, 401 South Rogers Street, Waxahachie, Texas 75165
“Solid Waste Services Proposal RFP #2020-RFP-0001”
Proposer’s Name
Contact Person and email address
Proposer’s Address
Proposer’s Telephone Number

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for 11:00 a.m. CST, July 21, 2020, at the City Hall, 401 South Rogers Street, Waxahachie, Texas 75165 (or potentially through a Zoom meeting). All vendors desiring to be considered for contracting with the City for this service must attend the pre-proposal conference (either in person or attending the Zoom meeting). Any vendor failing to attend the pre-proposal conference will be disqualified from consideration.

RIGHT TO REJECT

Until the final award by the City, the City reserves the right to reject any and/or all proposals, to waive 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.

OPEN RECORDS ACT

The City is subject to the Texas Open Records Act (“the Act”), a state law that may require the City to make the information provided in response to this Request for Proposal available to the public upon request following the award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must identify such information within the proposal as “confidential.” In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer as confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer’s sole
cost, to comply with the Act’s provisions relating to the submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public according to the Act.

**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:

All communication with the City regarding the RFP are to be communicated through Ms. Cherise De Los Santos, Purchasing Manager, Phone 469-309-4165, cdelossantos@waxahachie.com.

Replies to all information pertinent requests will be sent in the form of an addendum to all who attend the mandatory pre-proposal conference. No direct contact with or lobbying of city management, members of the RFP evaluation committee or the Waxahachie City Council will be permitted during the RFP process or after the RFP is released to the public.

No gifts, lunches, or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.

**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 residential solid waste services to the City’s residents and is not intended to be all-inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

**PROPOSAL CONTENT AS BASIS FOR CONTRACT**

The information contained in the selected proposal will be used as the basis for the resulting contractual agreements. However, no contractual agreement shall exist between the successful proposer and the City unless and until an agreement has been fully set forth in writing and signed by authorized representatives of the parties hereto.

**SCHEDULE OR OTHER ADDENDUMS TO THE RFP**

Schedule changes or other addenda to the RFP will be provided by the City to all individuals attending the mandatory pre-proposal conference.
B. SCHEDULE OF ACTIVITIES

July 14, 2020                  RFP Released to Proposers

**July 21, 2020, 11:00 a.m.**  Mandatory Pre-proposal Conference Held

July 28, 2020, 4:00 p.m.       Deadline for questions prior to proposal due date

August 26, 2020, **4:00 p.m.**  Sealed proposals due and opened publicly

September 2 thru 8, 2020       Finalist interviews held

September 10, 2020             Decision Made with Recommendation

September 16 thru 23, 2020     Contract Negotiations

October 5, 2020                Council awards Contract to winning proposer

November 19, 2020              Educate Customer Base to Changes Begins

April 1, 2021                  New Contract begins
C. IMPORTANT INFORMATION TO PROPOSERS

INVITATION FOR PROPOSAL

The City of Waxahachie invites sealed Proposals for:

1) Residential solid waste collection
2) Residential recycling collection
3) Optional Household hazardous waste collection
4) Residential brush and bulk collection
5) Residential unusual accumulation collection
6) Commercial dumpster collection
7) Permanent roll-off collection (open-top and compactors)
8) Temporary roll-off collection

The City estimates approximately 11,375 total residential units are located within the City and will be receiving the foregoing services. Senior Citizen are eligible for, and may receive upon request, a 10% discount off of the base rate. There are 1,158 accounts with active Senior Citizen discounts. Please note that the City estimates a total of 1,800 accounts could be eligible to receive the senior discount, but not all eligible accounts have requested to receive the discount. Population growth estimates are estimated at 3.5% per year over the term of the next collection contract.

There are approximately 750 Front End Load containers serviced from one to six days per week and an anticipated quantity of 338 roll-off hauls per month (estimates are based on information provided by the incumbent). There are approximately 126 small commercial accounts serviced once or twice per week. There are approximately twenty-eight City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

Proposers should read the following instructions and follow them closely. Failure to do so may result in a Proposal’s disqualification

A Proposer who submits a Proposal does so without recourse against the City, its staff, or Contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights following the requirement of the laws of the State of Texas and the City’s Code of Ordinances, without qualification, including, but not limited to the following:

Selection of any Proposal
Waiver of any formality, technicality, or irregularity in Proposals received
Rejection of any Proposals which are not legible, not complete, or contain irregularities
Rejection of any Proposals not received on or before the due date and time specified.
Seeking clarification from Proposers concerning Proposals

For a Proposal to be considered eligible, the Proposal must be:

1. Properly and fully completed;
2. Signed on all pages where signatures/initials are requested by an authorized contracting agent of the proposed with each page of the RFP documents initialed.
**REQUIRED FORMAT OF PROPOSAL**

- The Proposal must contain ALL the required paperwork.
- ALL forms 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 proposer’s brochures, flyers, or websites will not be accepted as an answer.
- Refer to the checklist that follows to assist in the submission.

Proposals must be organized and submitted intact with all the information in tabbed and appropriately labeled sections in the following order:

<table>
<thead>
<tr>
<th>Each Proposal shall contain the following:</th>
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</thead>
<tbody>
<tr>
<td>1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer</td>
</tr>
<tr>
<td>2. Any Applicable Declarations</td>
</tr>
<tr>
<td>3. Proposal Bond</td>
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<tr>
<td>4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, Certificate of Interested Parties, Certificate of Authority, House Bill 89 Verification and Senate Bill 252 Verification</td>
</tr>
<tr>
<td>5. Power of Attorney (if necessary)</td>
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<td>6. Proposal Tab 1 Past Performance and Experience of Contractor in Texas</td>
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<td>7. Proposal Tab 2 Financial Qualifications</td>
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<td>8. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)</td>
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<td>9. Proposal Tab 4 Experience of Personnel</td>
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<td>11. Proposal Tab 6 Operational Plan in Detailed Narrative Format</td>
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<td>13. Proposal Tab 8 Rates for Services</td>
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<td>14. Proposal Tab 9 Proposed Alternatives</td>
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<tr>
<td>15. Proposal Tab 10 Exceptions or Modifications to the Contract</td>
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</table>
PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

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

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
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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 to obtain for itself or any other Proposer, an advantage over any other Proposer or the City of Waxahachie.

In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for five (5) 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.

Please check the appropriate box: □Corporation □Partnership □Sole Proprietor □Limited Liability Company □Other _______________________

Social Security or Federal Tax Identification Number: ________________

Firm/Corporation: Phone: ______________________
Address: Fax: ______________________
Name and Title: Attest: ______________________
Signature: Date: ______________________

Corporate Seal:
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 it has complied in every respect with all requirements of this RFP, that the Proposer has read all appendices and has satisfied itself fully relative to all matters and conditions concerning the services to which the Proposal pertains.

The Proposer states that this Proposal is based on the Request for Proposal documents and appendices, and draft Contract.

Firm/Corporation

____________________________________

Address

____________________________________

Name

____________________________________

Signature

____________________________________

Title

____________________________________

Date

____________________________________
PROPOSAL BOND

The undersigned Proposer hereby declares that the Contract Documents about the proposed work has been carefully examined, and the Proposer further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this Proposal is a Certified Check or a Proposal Bond in the sum of 5% of the annual contract amount made payable to The City of Waxahachie which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Proposal is accepted by the Owner within one hundred and twenty (120) days after the Proposals are received and the undersigned fails to execute the contract within thirty (30) days after the date said Proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: ________________________________

Title: ________________________________

(President/Vice-President)

Address ______________________________________

______________________________________________

Phone ________________________________

Email ________________________________
NON-COLLUSION AFFIDAVIT

STATE OF: TEXAS  COUNTY OF: ELLIS

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 the approximate amount of this response has 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 Request for Proposal, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or another form of complementary Response.

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

5. ______________________________, its affiliates, subsidiaries, officers, directors, members, partners, 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 concerning proposing on any public contract, except as follows: I state that ______________________________ 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 Waxahachie of the 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 __________________________________   Name: __________________
Title ________________________________________________
Sworn to and Subscribed before this _____ day of _________, 2020
(Notary Public)________________________________________
My Commission Expires: __________________
CONFLICT OF INTEREST QUESTIONNAIRE

- Please be advised that following the State of Texas Local Government Code Chapter 176, the successful business entity awarded a contract by the City Council of Waxahachie must submit Form CIQ (Conflict of Interest Questionnaire). The form can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)

CERTIFICATE OF INTERESTED PARTIES

- In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City Council of Waxahachie must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)

AGREEMENT CANCELLATION

- The City of Waxahachie may, by written notice to the successful Proposer, cancel the agreement without liability to the City if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the City to secure an agreement or secure favorable treatment concerning the awarding or amending or the making or any determinations concerning the performing of such an agreement. In the event this agreement is canceled by the City according to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Proposer in providing such gratuities.
STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, ________________________________, the undersigned representative of

(Person name)

________________________________________

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Waxahachie.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

________________________________________

DATE

________________________________________

POSITION / TITLE

________________________________________

SIGNATURE OF COMPANY REPRESENTATIVE
Texas Senate Bill 252 – Contracting with Terrorist Organizations

RFP Respondent’s Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations

Effective September 1, 2017, Respondent acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Respondent does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Respondent is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Respondent further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between City and Respondent for (1) professional or consulting services subject to the Professional Services Act - Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (5) for a purchase of supplies, materials or equipment."

____________________________
Company Name

____________________________
Officer’s Signature

Title

____________________________
Printed Name

Date
D. OVERVIEW

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on April 1, 2021 (the “Commencement Date”) and shall end on March 31, 2026, unless otherwise extended or terminated earlier as provided in the final contract.

Extension Terms. Contractor shall notify City of a request to extend the first term on or before eighteen (18) months prior to the expiration date. Upon approval by City’s City Council, the Initial Term may be extended by contract of the Parties for an additional five (5) year term upon the same terms and conditions as stated in the final contract. Contractor shall notify City of a request to extend the first Extension term on or before eighteen (18) months prior to the expiration date of the First Extension. Upon approval by City’s City Council, the First Extension Term may be extended (the Second Extension Term) by contract of the Parties for an additional five (5) year term upon the same terms and conditions as stated in the final contract.

In its sole discretion, the City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals; and (3) accept proposals which deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any proposer submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors, and omissions. The attached Appendices are for guidance only.

The City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

The City reserves the right to negotiate with any, all or none of the firms responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.

The proposer must furnish a “Certificate of Authority” signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas at the time of submission of the Proposal.

Agreements with the selected proposer will require the selected proposer to provide worker’s compensation insurance, commercial general liability, automobile insurance, and any other insurance that the City’s Risk Manager may require. Such policies (except worker’s compensation must be endorsed to include the City as an additional named insured, and all policies must be endorsed to waive subrogation against the City. The agreement with the selected proposer will also require indemnification of the City, its officers and employees by the selected proposer in form and substance satisfactory to the City’s Risk Manager and the City Attorney’s office.
Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. Also, the City may require other forms of assurance from the selected proposer of successful completion of the development.

All costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The Proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Public Information Act.

All responses relative to this RFP and all information/charts/graphs, etc. produced as a result of this service shall become the property of the City of Waxahachie without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable.

The proposer may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the City Charter, and applicable City ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors for the purpose of influencing consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposer’s submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.

**DISCLAIMER**

- The information contained herein is provided solely for the convenience of prospective solid waste collectors. It is the responsibility of the recipient to assure itself that the information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.

- Any reliance on these contents shall be at the recipient’s own risk. Proposers should rely exclusively on their investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy, or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

- The City and its advisors shall have no obligation or liability concerning this RFP and this selection and award process or whether an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors according to this RFP are submitted at the sole risk and responsibility of the party submitting such a proposal.

- The City will be bound only when a proposal, as the same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only according to the terms of the definitive agreements executed among the parties and permitted by State law. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or no reason, without any resulting liability to the City and its advisors.
DISCOVERY

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the proposed work including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work. By submitting a proposal, the proposer warrants that it has fully acquainted itself with such conditions and is prepared to honor all statements and commitments made in its proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposals, whether successful or not.

CONTRACTOR RESPONSIBILITIES

The City of Waxahachie (“the City”) desires to contract for solid waste services that will provide excellent customer service with maximum diversion. The City is looking for a Contractor with not less than ten (10) years of experience providing residential solid waste and collection services in communities with a customer count similar in size to the City’s customer base and capable of providing services that include, but are not necessarily limited to, the following:

(1) Real-Time GPS Tracking Capability of collection vehicles. Proposers should demonstrate how they will utilize on-board cameras during route operations.

(2) Customer Service Response Center with adequate personnel to address customer requests and complaints

(3) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday except for designated Holidays. The hours of operation for Customer Service are Monday through Friday, from 7:00 a.m. to 7:00 p.m.

(4) Contact Person as primary contact responsible for City of Waxahachie Account

(5) Concerning Residential services, capable and willing to provide, depending on the Option selected:
   a. Two times per week manual collection collecting customer-provided bags
   b. 95-gallon Poly Cart with once a week garbage collection
   d. 95-gallon Poly Cart with once a week recycling collection
   e. Brush and Bulk collection once per week with three cubic yard amount restrictions with a call-in required
   f. Optional Curbside Hazardous Waste Collection on on-call basis once per month

Concerning Commercial and Industrial services, capable and willing to provide service from one to six days per week, providing service on the same schedule day(s) per week as agreed between the parties.

(6) Vehicles used for collection with the City at the time of commencement of the contract must not be older than four (4) years.

Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for
providing all services per the contract entered according to its proposal;

2. All actions and activities of its subcontractors;

3. Supplying all records and information required by the contract;

4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);

5. Paying all applicable taxes and Franchise fees;

6. Complying with applicable laws and regulations;

7. Performing all work in a timely, thorough and professional manner;

8. Disposing of all collected Municipal Solid Waste at a permitted Municipal Solid Waste Landfill;

9. Processing and marketing recyclables collected by Contractor from the Residences;

9. All wage increases for Contractor’s collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and

10. Collecting all missed pickups (for any Residential Option) within 24 hours.

BACKGROUND INFORMATION

Current Residential Rate is $8.97 which includes a 10% Franchise Fee.

The City’s current Contractor provides the following services:

1) **Residential solid waste collection:**
Contractor collects Residential MSW from bags only (no bag to exceed 50 pounds), on a twice-per-week basis at the curb, or where permitted within City-designated alleyways. The MSW is collected on Monday-Thursday, Tuesday-Friday, and Wednesday-Saturday. No Sunday collection is allowed. The amount to be collected is limited to ten (10) bags per service day. Disabled/elderly persons registered at City Hall receive garage door collection.

2) **Residential recycling collection:**
Contractor collects single-stream recycling once per week, on one of the regular MSW collection days, using 18-gallon bins. Material outside the bin is not collected. Current materials collected are old newsprint, magazines, mail, paper bags, used beverage containers, plastic containers # 1, #2, #3, #4, #5 and #7, steel cans, and glass containers.

3) **Leaves and Grass collection:** 10 bags of leaves and/or grass are collected two times per year at no additional charges. Additional bags are collected for a fee.

4) **Residential Bulk Collection:**
Contractor currently collects one Bulky Item from each resident one time per year. The service is a call-in service, providing up to three (3) yards of bulky material one time per week. Moving boxes are to be broken down before set-out.
Excess Bulk Collection, up to 16 yards is provided for an additional fee.

5) **Convenience Station Collection**
Contractor provides sufficient containers to collect MSW at the City’s Collection Station. The hauls and disposal are provided for a fee.

4) **Small Commercial Business (Hand Collect):**
Contractor collects up to 10 bags or customer-owned cans from one to five times per week.

5) **Commercial dumpster collection (exclusive)**
Collection Matrix is in Appendix E

6) **Permanent roll-off collection (exclusive)**

7) **Temporary roll-off collection (exclusive)**

Information is provided in the Appendices for the use and consideration of the Proposer. The City offers no warranties as to the accuracy of the estimates, projections, or information. Service levels, container sizes, the frequency of collection, number of units, and similar items may vary during the Contract.

**DEFINITIONS**

The words and phrases used in this RFP shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of the City of Waxahachie’s Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

“**Alley**”: A public or private way giving access to the rear of residential lots. The City shall designate those alleys to be used for collection purposes. There are approximately 814 homes that currently receive pickup in the alley, and only those homes currently receiving that service will continue to receive that service in the future. Refer to Appendix “G” for the map showing the locations of the areas that will receive alley pick-up.

“**Bag**”: A plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top and placed curbside for Waste collection.

“**Brush**”: Any cuttings or trimmings from trees, shrubs, or lawns, including green waste. Limbs should not exceed four (4) feet in length and not exceed four (4”) in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles or containers shall exceed forty (40) pounds in total weight.

The term “Brush” specifically excludes debris resulting from the services of a Commercial Service Provider.

“**Bulky Waste**” means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

“**Cart**”: 95-gallon plastic receptacles issued by Contractor to Residents, equipped with wheels, handles and a tight-fitting cover, designed for automated or semi-automated waste collection vehicles. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

“**City**” means the City of Waxahachie, Texas.

**Collection**: The act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a Materials Recovery Facility (MRF).

“**Collection Area**” means that portion of the City in which Contractor provides collection services as
described in this RFP.

“Commercial Unit” means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

“Commercial Waste” means all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

“Commercial Service Provider” means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse or garbage, whether stationary or mobile.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Container” means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contract Administrator” means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer / Contractor issues, and other duties necessary to implement the Contract.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in this RFP and/or the accepted proposal.

“Curbside” Curbside shall mean within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

“Customer” means the owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

“Dead Animals” means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disposal Facility” A duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

“Front End Loader” (FEL): Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including
waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates a municipal waste.

“Green Waste” means leaves, grass, brush and other vegetative matter.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.

“Household Hazardous Waste” or “HHW” means items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

“Industrial Waste” means all industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which are comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW)” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Multi-Family Dwellings” means structures for residential living consisting of attached units.

“Non-Recyclables”: Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

“Performance Bond” means a corporate surety bond that guarantees compensation to the City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

“Permit” means a permit issued by the State of Texas or other governmental entity to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance, and permit renewal.

“Pink Tag”: A tag or adhesive sticker developed and produced by the Contractor and approved by The City which will indicate to the Contractor that the bag on which the Pink Tag has been affixed by a Residential Unit Resident is intended for collection and disposal.

“Processing” Any technology used to reduce the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the Proposal as a guarantee that the Proposer will, if called upon to do so, accept and enter in the Contract.

“Recyclable Material: means 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, concerning the party abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than fuel for the operation of energy.

“Recycling Container” means a plastic receptacle with a capacity of 95 gallons designed for the Curbside Collection of Recyclable Materials.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

“Residence” means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

“Residential Waste” means all Refuse, Garbage, and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30 or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transporting to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means 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 re-pressurizing 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, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Source-separated Recyclable Materials” means Recyclable Materials that are separated from MSW at the point of origin for the purpose of Recycling.

“Third Party Provider”: A commercial business enterprise or commercial service provider providing services to Residential Units.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing more than ten pounds (10 lbs.), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, 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 improvements.

“Unusual Accumulations” Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee as after inspection and pricing by Contractor supervision.


“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.
E. EVALUATION AND AWARD CRITERIA

CITY COUNCIL AWARD

All proposals will be evaluated by City Staff and its consultant who will recommend the best and most advantageous proposal to the City Council for the award. The City Council reserves the right to award this scope of work to any proposer or for any service option regardless of City Staff’s or its consultant’s recommendations. Only one proposer will be selected to provide Residential, Commercial and Industrial solid waste and recycling services to the City.

CRITERIA FOR EVALUATING PROPOSALS

Evaluation of proposals will consist of a review of the written proposals by City Staff and the consultant. Based on the results of the scoring after evaluation of the written proposals, interviews will be conducted with the top-rated proposer(s). On an as-needed basis, the reviewers may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

SCORING OF PROPOSALS

The Proposal will be evaluated according to various criteria, with the weight of each area of the proposal evaluation criteria being as shown in the table below. The evaluation committee will recommend the qualified proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract</td>
<td>5%</td>
</tr>
<tr>
<td>Experience Providing Like-Services to Like-Sized Cities</td>
<td>10%</td>
</tr>
<tr>
<td>Strength of Personnel at the Hauling Division</td>
<td>5%</td>
</tr>
<tr>
<td>Operational Plan in Narrative Format</td>
<td>15%</td>
</tr>
<tr>
<td>Transition Plan to New Vendor and/or Service Model</td>
<td>15%</td>
</tr>
<tr>
<td>Customer Service, Contract Compliance Reporting, the use of GPS &amp; Support</td>
<td>10%</td>
</tr>
<tr>
<td>Financial Strength of Proposer</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Competitive Cost of Proposal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Important Note regarding Cost of Proposal:</strong> The City wishes to maintain a balance between rates charged to Commercial/Industrial customers relative to the rates charged for Residential accounts. The current structure represents such a balance. The overall (extended) rates for all services will be compared for scoring this section. A pricing imbalance for any service line of the overall contract cost</td>
<td>35%</td>
</tr>
</tbody>
</table>
F. SCOPE AND SERVICE SPECIFICATIONS

DESCRIPTION OF SERVICES

Public health and safety, as well as environmental protection, are of primary importance to the City. Therefore, the City intends to implement through contracted services a fully integrated municipal solid waste collection program that encourages waste minimization and increases opportunities for diversion.

Services under any Option may include:

1) Residential solid waste collection
2) Residential Recycling Collection
3) Optional Household hazardous waste collection
4) Residential brush & bulk collection
5) Residential special bulky waste collection
6) Commercial and Industrial dumpster collection
7) Permanent roll-off collection (open-top and compactors)
8) Temporary roll-off collection

RESIDENTIAL SOLID WASTE COLLECTION

Each proposal should include pricing for the various options set forth below relating to the collection of MSW. Proposers may choose to submit proposals or Option 1, Option 2, or both. There is no penalty for submitting proposals for only one of the two available options:

Option 1:
Twice per week collection of MSW from customer-provided bags only (no bag to exceed 50 pounds) without the use of any type of container for collection at the curb. The MSW will be collected on Monday-Thursday, Tuesday-Friday, or Wednesday-Saturday.

The amount to be collected will be limited to eight (8) bags per service day. Any or all of the 8 bags collected may contain MSW or bagged yard waste.

Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week.

Option 2:
One time per week collection of MSW with the Contractor supplying one 95-gallon poly cart.

A Residential Unit may purchase a “Pink Tag” and affix it to a Bag of Waste. Contractor agrees to collect properly placed Bags that have a “Pink Tag” affixed at Residential Units.

All Residential collections shall be performed weekly. The collection will be performed using 95-gallon carts for waste. Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week.

Materials in the cart may be MSW or yard waste, provided the lid can be securely closed prior to.
collection. MSW or bagged yard waste that will not fit into the cart(s) may be placed in a bag(s) using a Pink Tag prior to collection.

**RECYCLING COLLECTION (FOR ANY OPTION)**

Option 1 or Option 2:

Contractor shall provide once per week collection, on one of the regular MSW collection days, of Recyclables placed in the Residential Unit’s designated Recyclables Cart. The Recycling Cart shall be provided by the Contractor. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Cart. Customers shall not overload the Recycling Cart. Any recyclables at the curb not in the Cart will be treated as trash or can be taken to the City recycling center.

**RECYCLABLES** must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

<table>
<thead>
<tr>
<th>Aluminum cans</th>
<th>Newspaper</th>
</tr>
</thead>
<tbody>
<tr>
<td>PET bottles with the symbol #1 – with screw tops only</td>
<td>Mail</td>
</tr>
<tr>
<td>HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)</td>
<td>Uncoated paperboard (ex. cereal boxes; food and snack boxes)</td>
</tr>
<tr>
<td>PP plastic bottles and tubs with symbol #5 - empty</td>
<td>Uncoated printing, writing and office paper</td>
</tr>
<tr>
<td>Steel and tin cans</td>
<td>Old corrugated containers/cardboard (uncoated)</td>
</tr>
<tr>
<td>Glass food and beverage containers – brown, clear, or green</td>
<td>Magazines, glossy inserts, and pamphlets</td>
</tr>
<tr>
<td>Plastics not listed above including but not limited to those with symbols #3, #4, #7</td>
<td>Cartons, Aseptic Containers</td>
</tr>
</tbody>
</table>

**NON-RECYCLABLES** include, but are not limited to the following:

| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
| Porcelain and ceramics | Mirrors, window or auto glass |
| Light bulbs | Coated cardboard |
| Soiled paper, including paper plates, cups, and pizza boxes | THIS SPACE IS BLANK |
| Expanded polystyrene and #6 plastics | Coat hangers |
| Glass and metal cookware/bake ware | Household appliances and electronics |
| Hoses, cords, wires | Yard waste, construction debris, and wood |
| Flexible plastic or film packaging and multi-laminated materials | Needles, syringes, IV bags or other medical supplies |
| Food waste and liquids, containers containing such items | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |
| Excluded Materials or containers which contained Excluded Materials | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension | Propane tanks, batteries |
Recycling Contamination Specifications:

Contractor shall indicate the maximum amount of contamination to be allowed before determining if any fees shall be charged to the City (located in Proposal Tab 8).

For Recyclables not meeting the specifications, above the allowable percentage, the City may pay a contamination charge for additional handling, processing, transporting, and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided the City within 24 hours of the load being transported to the Disposal Facility.

RESIDENTIAL BULK & BRUSH COLLECTION (FOR ANY OPTION)

For the Base Proposal (any option) Contractor will collect Brush & Bulk materials one time per week. The Resident will be limited to three (3) cubic yards of combined Brush and/or Bulk material per collection. Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection.

These materials will be transported to and disposed of at a sanitary landfill.

RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION (FOR ANY OPTION)

When a Customer desires collection of more Brush and Bulky material than the weekly limit of three (3) cubic yards of combined Brush and Bulk, the resident can request an Unusual Accumulations Collection at the rate set forth in Proposal Tab 8. The Collection price will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees to be charged to a Customer for collection of Unusual Accumulations will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer before commencing work.

DOOR-TO-DOOR COLLECTION OF HOUSEHOLD HAZARDOUS WASTE (OPTIONAL)

Household Hazardous Waste may consist of garden chemicals, automotive products, household maintenance chemicals, paint products, and other items including electronics, small batteries, vehicle batteries, and lamps. Contractor must collect these items directly from homes on a call-in basis.

Participants are entitled to call a special toll free number and request a collection.

Contractor must provide a container/bag for these items in advance of a collection. Participants must place the materials inside the bag except for large electronics on their doorstep, in front of their garage or some location away from the curb or public street.

On the date indicated in the original call, Contractor will arrive at the home, properly loose pack the materials (to meet D.O.T) regulations, and transport the materials for recycling/disposal. Contractor is
expected to provide, upon request, information indicating that they have the proper permits and/or licenses to conduct the program. Materials must be recycled if the technology exists understanding that some items e.g. corrosives cannot be recycled.

Residents can request a collection anytime it is convenient for them, however, collections are limited to one per month per resident

See Appendix H for program requirements and contractor qualifications.

**ALTERNATIVES TO THE REQUIRED SPECIFICATIONS**

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on base service as described in this RFP and then propose the innovative service as an alternative to the base service so that the City may determine the best option for its residents. The description of the alternative service should be provided with the proposal submission. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 8 for each of the Residential service options.

**OSHA, HEALTH, AND ENVIRONMENTAL LAWS**

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

**EXCLUSIVE COLLECTION AREA**

Contractor shall have the exclusive right to provide all solid waste collection services called for in this RFP within the boundaries of the City of Waxahachie, with the following exceptions.

1) A person may haul garbage, refuse, or recyclables, originating within his personal family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the department of building and community services as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors

2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the interest of public health, safety, and welfare

**CART PLACEMENT FOR COLLECTION**

As a general rule, residents are required to place their carts next to the curb in front of the residence for pickup. Contractor shall not be required to collect any Waste not placed in the designated Cart, except for the collection of bags that have a “Pink Tag”, where the Cart is overloaded by weight or volume, or that is not properly placed curbside.
SPECIAL NEEDS WASTE PLACEMENT FOR COLLECTION

If the City deems all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste whether in bags or in a cart, to the curb, Contractor personnel will collect the Waste at the side yard or garage door and, if a Cart Option is selected, will return the cart(s) to the same place once emptied. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor. The rate for the collection of Special Needs carts shall be the same as a regular collection.

HOLIDAY COLLECTIONS

Contractor shall perform collection on all days except for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Make-up Residential collection is on the next business day after the Holiday.

SMALL BUSINESSES GARBAGE COLLECTION – Option 1

Collections from all Small Business Garbage Generators shall be performed once or twice per week. The Customer will provide up to six (6) garbage or refuse containers not to exceed thirty-two (32) gallons in size with no bag weighing more than fifty (50) pounds. Additionally, Contractor shall collect up to two (2) bundles of grass, brush or tree limbs that are securely tied and not exceeding four feet (4’) and no one bundle exceeding fifty (50) pounds.

SMALL BUSINESSES GARBAGE COLLECTION – Option 2

Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. The collection will be performed using 95-gallon Carts provided by Contractor. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes Garbage is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

FRONT END LOADER CONTAINER COLLECTION

Contractor shall make at least two (2) weekly collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided, however, where the refuse is exclusively non-putrescible, one weekly collection is permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Collections shall
be made on a regular schedule on the same day and approximately the same time each week. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract.

No commercial container, or dumpster should be overloaded to the point where the lid or covers will not close. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster to the point where the lid(s) will close.

**ROLL-OFF CONTAINER COLLECTION FOR CONSTRUCTION DEBRIS, REMODELING, DEMOLITION AND INDUSTRIAL**

To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from construction, demolition, remodeling activities or industrial activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am and 7:00 pm. within the confines of the current ordinances of the City. Roll Off Containers will be located at a place convenient and safely serviceable to the Contractor and the Industrial Customer. Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract. No roll-off container should be overloaded to the point where the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the roll-off container to the point where the load may be safely tarped before transport.

**STATIONARY COMPACTOR UNITS**

For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit’s Detachable Container. The purchase, lease, installation, maintenance and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container are between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Proposal Tab 8.

**GENERAL COLLECTION CONDITIONS FOR ALL SERVICES**

Notwithstanding anything to the contrary contained in this RFP, the Contractor shall not provide the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals greater than 10 lbs. (with the except of collections from the Animal Control Center), auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Contractor located at any Commercial, Industrial or Residential Unit. The Contractor may, however, negotiate an agreement on an individual basis regarding the collection, hauling, or disposal of Construction and Demolition waste, auto parts, used tires, concrete, dirt, gravel, rock, or sand by utilizing the Contractor’s Roll-Off services.
EDUCATION CAMPAIGN

To inform and educate Residential Customers regarding Contractor’s commencement of services under this Contract, Contractor shall, at Contractor’s cost:

(a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe the upcoming change in service for MSW Material, Recycling, Bulk and Brush, and Optional Household Hazardous Waste collection services to Residential Customers, Contractor’s contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;

(b) Provide to City a sufficient number of additional copies, as well as digital copies in .pdf format, of the above-described brochure to allow City to provide to people requesting such information, and

(c) Coordinate with and supply all information reasonably requested to facilitate the City’s efforts to notify Residential Customers of this transition.

(d) To support the City’s environmental education efforts, the Contractor shall pay the City the amount of Five Thousand Dollars ($5,000.00) per month.

CITY FACILITIES AND SPECIAL EVENTS

Contractor agrees to provide Dumpster(s) and/or Roll-Offs for Special Events and at City facilities outlined in Appendix A. The type of equipment and frequency of collection is set out in Appendix A and may be adjusted as agreed to by the City and Contractor.

Necessary increases in service as agreed to between the City and Contractor to existing, or new, City facilities will be added to the schedule and serviced at no charge.

Any additional Special Events not listed in Appendix A or necessary increases in service to events listed in Appendix A will be serviced by Contractor at a charge.
G. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor.

VEHICLE SPECIFICATIONS

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2017 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor’s color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor’s staff and the driver may communicate during the route collection.

Please describe how you define “Real Time” GPS Tracking and the program you plan to propose to utilize for “Real-Time” GPS Tracking if those resources are available.

VEHICLE MAINTENANCE AND INVENTORY

Contractor shall provide with the proposal a complete inventory showing each vehicle (type, capacity, approximate age) to be used for performing the Contract, which vehicles shall conform to specifications outlined in Vehicle Specifications. No later than 30 days before the commencement of services under the Contract, Contractor shall confirm and verify the inventory provided with the proposal documents. Upon approval of the City, Contractor may make permanent changes to the collection equipment inventory and shall revise the inventory report accordingly. Contractor shall provide the City with the revised inventory report within one (1) week of any changes. Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory. Changes in route vehicles for a period of less than two (2) weeks shall be considered temporary changes and will not require an updated inventory.
**SUPPLYING GARBAGE AND RECYCLING CARTS**

Contractor shall supply and maintain all garbage and recycling carts.

Garbage Carts and Recycling Carts supplied by Contractor will be new at the commencement of this contract. Contractor shall retain ownership of the Carts provided.

Contractor shall provide instructions for proper use of the Carts to the residents in conjunction with the delivery of the Carts. Upon notice from the City, Contractor shall deliver Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to, Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used Carts must be cleaned prior to reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Carts shall be provided with instructions for proper use, including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. Where a replacement Cart is purchased by the Contractor to replace an existing Cart, Contractor shall assess a $70.00 charge (for any size cart) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the Resident. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

In the case of an existing service address whose previous resident has left a 95-gallon MSW Cart; no formal notification will be given to Contractor. In the case of newly-constructed homes or existing homes that do not have a Cart, the City will provide the Contractor with a formal request for new service after the utility department sets up the new home, or new homeowner, as a new account. New service Carts will be provided within the second business day following the request with pick up available on the next scheduled day following delivery.

**SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION**

Before the beginning of the Contract, Contractor shall provide Detachable Containers for Garbage Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles and/or roll-off vehicles compatible with compactor and open-top containers.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer’s private property is blocked.
DETACHABLE CONTAINER COLLECTION FOR CONSTRUCTION, REMODELING, DEMOLITION AND INDUSTRIAL ACCOUNTS

The Scope of Work and the Contract will provide exclusive rights to Contractor, to the extent allowed by law, for the collection of Construction, Remodeling, Demolition Debris, and similar waste materials generated at an Industrial account, which are generated in quantities requiring a Roll-off Container, for on-site storage, collection, and transport

DETACHABLE CONTAINER STANDARDS

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City.

Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.

If appropriate to serve the City’s needs and/or locations, the City may require Contractor to install and service a front-end load Detachable Container. The City may also require Contractor to equip a Detachable Container with plastic lids.

Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

DETACHABLE CONTAINERS REPAIR OR REPLACEMENT

Damage to Detachable Containers on Customers’ premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor’s negligence. Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.
H. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (should this occur), and current service levels, to the successful Proposer and new service levels. 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. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, Dumpster and Roll-off containers 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 current provider (should this occur).

C. A detailed schedule for the transition.

D. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.
I. COMMUNICATION AND MEETINGS

POINT OF CONTACT

All dealings and contacts between Contractor and The City shall be directed between the designated representative of Contractor and the Contract Administrator designated by The City.

CONTRACTOR’S OFFICE

Contractor shall maintain an office or other facilities through which they can be contacted equipped with sufficient telephones having local phone numbers. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor’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 shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

Customer complaints shall be directed to the Contractor. Contractor shall notify the City daily, in writing by email, of all complaints received.

At the end of each business day, Contractor shall email the City a recap of the day’s complaints from Residential, Commercial or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected on the next day’s complaint report indicating that collection was made.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups.

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the container and shall notify the City of such action.

As requested by the City, Contractor shall make available GPS tracking reports for residential collection vehicles.

MEETINGS

To minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, Contractor’s representative will be required to meet with City representatives regularly as follows:

(1) During the period from the date the Contract is executed until three months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) meetings shall be held between representatives of the parties regularly, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate Contractor’s 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
(2) After the initial 90-day period meetings shall be held at least quarterly, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held to review and discuss 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 60 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

**NEWSWORTHY AND EMERGENCY NOTIFICATIONS**

During the term of the Contract, there may be activities or circumstances, positive or negative, involving Contractor’s business that could be newsworthy. Likewise, Contractor or Contractor’s employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact the City Manager or his designee 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 Contractor provides to the City; any news coverage or sudden events that are reasonably anticipated to result in citizen phone calls to the City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor’s employee that occurs within the City; 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.

**CUSTOMER NOTIFICATIONS**

The City will coordinate with Contractor 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.
J. REPORTING

Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

MONTHLY REPORTS

Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract.

Monthly Reports must contain at least the following information:

1) Number of Households served
2) Number of Commercial facilities served
3) Monthly tonnages by each category of service
4) Residential Recycling Participation Rate
5) Customer complaints received by Contractor arranged and listed by category, including customer name, address, complaint, and resolution.
6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.
7) Monthly hauling activity and tonnage from the City’s Collection station

ANNUAL REPORTS

No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City an annual report covering the immediately preceding Contract year and include the following information:

1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
3) A description of all public information programs undertaken with audiences reached and media used.
4) A summary of all roll-off compactor maintenance or replacements provided through the year.

All reports shall be submitted in an approved format to the addresses as the City may designate in writing. If the report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at the City. The City may withhold payment of balances due until said reports are received.
K. COMPENSATION

PAYMENTS TO THE CONTRACTOR

The City shall provide billing and bill collection services for Residential Units during the term of this Agreement.

(a) On the last business day of the month, the City shall provide Contractor the number of residential units for which collection services were provided by the Contractor. Contractor shall then submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City will remit to Contractor payment for such services within fifteen (15) days after receipt of the invoice.

(b) The City will notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

(c) The Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units. The Contractor will be required to provide to the City, monthly, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

The rates set forth in this Proposal are exclusive of the franchise fee. Contractor shall pay to the City a franchise fee, the percentage to be determined by the City, as a percent of the fees collected by the Contractor for Commercial Waste and Industrial Waste (the “Franchise Fee”).

The Contractor shall add the Franchise Fee to the rates charged by the Contractor to Commercial and Industrial Customers. The Franchise Fee payments received by Contractor shall be paid by the Contractor to the City within fifteen (15) days after the last day of the month of Contractor’s actual receipt of such monies. The City shall have the right to conduct an audit of the Contractor’s records concerning the Commercial and Industrial billing done by the Contractor at any time deemed necessary by the City, provided that the City give reasonable notice before the audit, and the City pays for the cost of such audit.
LIQUIDATED DAMAGES

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services, and the Contractor responding promptly to both residential and commercial customers.

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor, as determined by the City at its sole discretion. The Contract shall provide that the City may charge Liquidated Damages to Contractor in accordance with the Summary of Liquidated Damages on a monthly basis in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month if any. Building and Community Services representatives, Utility Billing representatives, and members of the City Management staff will make recommendations to the City Attorney who will make the final decision and contact the Contractor before assessing charges.

SUMMARY OF LIQUIDATED DAMAGES

1. **Missed collection**: $25 per missed collection over two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

2. **Missed residential unit block**: $500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable set-outs and Contractor cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.

3. **Commencement of residential collection before 7:00 a.m.**, or operating within the City after 7:00 p.m. except as expressly permitted: $250 per route for each day that each route began collection prior to 7:00 A.M.

4. **Failure to complete a majority** (50%) of the city-wide Residential collections on a given day: $2,500 each incident

5. **Failure to maintain a vehicle** in a manner consistent with the Contract: $100 each incident

6. **Failure to clean up spilled Solid waste**, resulting from loading and/or transporting within two (2) hours of notification: $250 each incident.

7. **Failure to address complaints** within one business day: $100 each incident.

8. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: $250 per report per calendar day delinquent.

9. **Failure to return carts** and containers to approximately original collection location: $25 each incident.

10. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: $100 each incident.

11. **Failure to be prepared to perform services** on or after the commencement date: $ 3,000 per calendar day.
MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until April 1, 2022. Commencing on April 1, 2022, continuing annually on each anniversary date of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than January 1st of the year to be affected by the Rate Modification the City (90-days in advance of the increase).

REGULATORY RATE ADJUSTMENT

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days’ notice to the City.
L. REQUIRED INSURANCE & INDEMNITIES

General Requirements
During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:
(a) **On Occurrence Basis:**
   - **Commercial General Liability.**
     - Combined single limit not less than $2,000,000 per occurrence
     - Aggregate not less than $4,000,000;
     -  - **Automobile Liability:** Combined single limit not less than $1,000,000;
     -  - **Automobile Property Damage:** Not less than $1,000,000 per occurrence;
     -  - **Premises/Completed Operations:** Not less than $4,000,000
     -  - **Explosion/Collapse/Underground:** As applicable
     - **Umbrella.**
       - Per Occurrence: Not less than $10,000,000
       - Aggregate: Not less than $10,000,000
(b) Contractor will retain retro dates with any new carrier.
(c) All insurance and certificate(s) of insurance shall be endorsed to contain the following:
   (1) Name of City, its officers, agents and employees as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance;
   (2) a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.

A certificate of insurance evidencing the required insurance shall be submitted to City not later thirty (30) days prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.
(d) During the term of this Contract, Contractor shall maintain Statutory Workers’ Compensation insurance coverage or other benefit plans for work-related injuries as allowed by Applicable Law.
(e) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage there under materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under Applicable Law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days before the effective date of such cancellation.
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 Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor 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 Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INDEMNITY

Contractor shall indemnify, defend, and hold harmless city, its city council, officers, agents, and employees (collectively, “the Indemnites”), from and against any and all claims for personal injuries or death, or the loss of or damage to property, in each case, to the extent caused by the intentional misconduct or negligent acts or omissions, of the contractor, its officers, employees, agents, representatives, and/or subcontractors, but only to the extent such claims are not the result of the negligent or intentional acts or omissions of one or more of the indemnitees. City, for itself and its elected and appointed officials, employees, agents, and representatives does not by this contract waive its sovereign immunity, nor do city or contractor grant any third party any beneficial rights hereto. The indemnification provided in this section shall survive the termination or expiration of the Contract.

PERFORMANCE BOND

A performance bond will be required in the amount of 100% of the annual value of the Contract which will be determined upon award of the Contract 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 before August 1 each year of the Contract. A sample of the required form is provided in Appendix C.
M. TABS
Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? (Minimum experience required – 10 years in business with accounts of similar size) Under what other or former names has your organization operated?

2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste, household hazardous waste, recyclables, and commercial and industrial collection and disposal?

3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years, include at least three (3) references for existing contracts of like-size (residential count) communities.

   The list should reflect:
   
   A. The name of the municipality and home count
   B. The person to contact for reference information and that person’s phone and email
   C. The date the contract expires
   D. The annual dollar value of the contract

4. Concerning any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?

5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with a Texas governmental entity? If so, name the parties, case number, and the court in which such suit is/are filed, and nature and present status of any proceeding described above.

6. Has your organization been a defendant in any lawsuit or request for arbitration or mediation filed by a Municipality concerning a contract for such services within the last five (5) years? If so, state the case number, names of the parties, the court in which the suit(s) is/are filed, and the present status of any such proceeding.

7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

   Indicate your acknowledgment within your narrative in this Tab.

8. Identify all subcontractors proposed to be used under this Contract. Provide the name, location, and contact information for each subcontractor.

9. Explain what services will be provided by each subcontractor.
Proposal Tab 2 – Financial Qualifications

1. Briefly describe in a 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 in this section the most recent SEC required Management Discussion and Analysis (MD & A).

2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. For publicly held companies, provide the most recent SEC 10K filings for the parent organization.
**Proposal Tab 3 – Facilities**

**Identification and location of the processing, composting, and disposal sites**

List the name, location, and distance from the City of Waxahachie for the facilities proposed for use in providing the services specified in the Contract using the format below.

<table>
<thead>
<tr>
<th>Disposal Facility for MSW Collection:</th>
<th>Location:</th>
<th>Distance from City:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling MRF:</td>
<td>Location:</td>
<td>Distance from City:</td>
</tr>
</tbody>
</table>
**Tab 3-A - Certification of Recycling Facility**

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that ___________________________ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by ___________________________ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as solid waste at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of ___________________________ (Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.) slick or glossy news print inserts, bagged shredded paper, tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, clear, blue, brown, and green glass bottles; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of ___________________________ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect ___________________________ (Name of Firm/Facility) at any time given reasonable notice.

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

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Phone</th>
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<table>
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<tr>
<th>Address</th>
<th>Email</th>
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<th>Type or Print Name and Title</th>
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<tr>
<th>Signature</th>
<th>Date:</th>
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</table>
Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that ________________ (Name of Firm/Facility) shall be responsible for disposing Municipal Waste collected by _________________________Contractor under the City of ______________________ Contract.

I understand and agree that the City of ________________ shares no risk or expense for the disposal of the materials delivered by Contractor.

I certify that the disposal system of ________________________________ (Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Texas, # ________________________.

I certify that the disposal facility of ________________________________ (Name of Firm/Facility) has sufficient capacity to receive and dispose of, all municipal solid waste collected on a daily, weekly, monthly and annual basis under the City of ________________ Contract.

I agree that the City of ________________ may visit and inspect _________________________ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: □ Corporation □ Partnership □ Sole Proprietor □ Limited Liability Company □ Other: ______________________

<table>
<thead>
<tr>
<th>Name of Firm</th>
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<th>Signature</th>
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Proposal Tab 4 - Experience of Personnel

1. Provide a list of personnel in key positions for Residential, Commercial and Industrial collection activities (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.
   List, and prepare the Summary of Qualifications for the General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager, and any other relevant personnel for each type of collection activity.

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information.

3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:
   - Mailing Address:
   - Direct Phone
   - Mobile phone:
   - Email:

3. How does the Contractor deal with replacing key personnel who leave?

4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of workdays and hours for each category anticipated for the successful implementation of the Contract. (include and identify sub-contractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)

5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the City’s contract.

6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?

7. Describe in detail Contractor’s employee/driver training program.

8. What steps will Contractor take to inform City staff about the specific requirements of this Contract? Please provide details by category of personnel.
Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/ her experience during the past five years.

Please note the Manager and Supervisor who will be assigned to the City of Waxahachie if your firm is awarded the contract.

Name: _____________________________
Position: ____________________________

A. Describe the individual’s direct experience in planning and implementing residential refuse, yard waste, and marketing programs.

B. List the individual’s industry training and/or certifications attained.

C. Provide a detailed record of the individual’s operational experience indicating at least five years of experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.

D. Where appropriate, describe the individual’s experience in hiring, training the workforce to perform the work.
Proposal Tab 5 – Equipment

No vehicle used in servicing this Contract shall be more than four (4) years old as of April 1, 2021, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract’s services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City’s streets.

Using the template below as a guide, list the vehicle information for each service category indicating how many front-line route trucks will be used each week. This is not to reflect an equipment list of all of the equipment available on Contractor’s facility.

Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler’s location; the License number’s and any company vehicle id #; and the date of delivery if not currently owned or on-site. The information provided on this form demonstrates Contractor’s qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor’s option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Residential MSW

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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Residential Recycling

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<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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Residential Yard Waste/Compost

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<thead>
<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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</table>
Residential Bulk Collection (Grapple and/or Rear Load)

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<thead>
<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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</table>

Commercial FEL Collection

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<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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</table>

Roll-Off Container Collection

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<tr>
<th>Service Type</th>
<th>Chassis Make/Model/Yr</th>
<th>Body Make Model/Yr</th>
<th>Now Owned</th>
<th>Now On-Site</th>
<th>Anticipated Delivery Date</th>
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</table>

2. State Contractor’s procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.

3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.

4. List Contractor’s procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.
Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How the Contractor intends to provide service for the normal collection of garbage. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.

2. Describe Contractor’s proposed method of collection for Brush and Bulky Items, whether included in bagged collection during normal residential collection, or when collected in the two-yard capacity each week, or if collected as Unusual Accumulations, demonstrating the benefits of their approach. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.

3. List Contractor’s procedures and amount of time to promptly respond to and resolve problems that are communicated to Contractor by the City.

4. Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues.

5. Describe Contractor’s procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections.

6. Describe in detail Contractor’s safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.

7. Describe in detail Contractor’s procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement, and regulatory agencies, emergency response teams, etc.

8. Provide a detailed environmental regulatory compliance history for the past five years in Texas. If the company is a corporation, provide data for the operation which will directly provide services. Include all Texas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

9. Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the *division that will be responsible* for the collection activity in the City. These scores will allow the scoring committee to compare your firm’s injury rates to other firms in the same business, in the same locale.

    TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.

    DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.
Proposal Tab 7 - Transition Plan

Proposer must describe the following:

A. Individual or group of individuals that will oversee the execution of the Transition Plan.

B. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, Dumpster, and Roll-off containers 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 current provider (should this occur).

C. A detailed schedule for the transition.

D. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

Use additional pages as required.
Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed.

Important Note:
All fees submitted for services *will exclude any franchise fees.*

There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8; the recovery of fuel expenses is to be included in the rate(s) proposed.

**Residential – Option 1**

*MSW collection twice time per week in bags (max. 8 per collection)*
Price per home per month __________

*Recycling collection one time per week with cart (all items in the cart)*
Price per home per month __________

*Brush and/or Bulky materials collection one time per week (3 cubic yard limit)*
Price per home per month __________

*Total Rate per home Option 1* __________

---

**Collection Rates for Unusual Accumulation Waste Collection**

Rate per hour for Vehicle (any type) and Crew __________
Disposal fee per yard collected __________

**Small Commercial with bags and bundled brush**

Once per week collection __________
Twice per week collection __________
Three times per week collection __________
Four per week collection __________
Five times per week collection __________
**Residential – Option 2**

*MSW collection one time per week with 95-Gallon cart (all items in the cart)*
Price per home per month

*Recycling collection one time per week with 95-gallon cart (all items in the cart)*
Price per home per month

*Brush and/or Bulky materials collection one time per week (3 cubic yard limit)*
Price per home per month

**Total Rate per home Option 2**

---

**Extra Service Pink Tags (supplied by Contractor)**
Price per collected bag

**Rate for each additional Solid Waste cart per residence**
Price per home per month

**Rate for each additional Recycling cart per residence**
Price per home per month

**Rate for Replacement Cart (either service)**
Price per replacement

---

**Collection Rates for Unusual Accumulation Waste Collection**
Rate per hour for Vehicle (any type) and Crew
Disposal fee per yard collected

---

**Small Commercial with Contractor-supplied 95 gallon Poly Carts**
One 95-gallon Cart once per week
One 95-gallon Cart twice per week
One 95-gallon Cart three times per week
One 95-gallon Cart four times per week
One 95-gallon Cart five times per week
# Commercial Front Load Rates

Important Note: All fees submitted for services will exclude any franchise fees.

Rates reflect all charges that will be assessed
Contractor will bill all Commercial and Roll-Off

<table>
<thead>
<tr>
<th>Size</th>
<th>1x</th>
<th>2x</th>
<th>3x</th>
<th>4x</th>
<th>5x</th>
<th>6x</th>
<th>extra p/up</th>
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<tbody>
<tr>
<td>2 yard</td>
<td></td>
<td></td>
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<tr>
<td>3 yard</td>
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<td>4 yard</td>
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<td>6 yard</td>
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<tr>
<td>8 yard</td>
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<td>10 yard</td>
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<tr>
<td>8 yard compactor*</td>
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</tbody>
</table>

8 yard compactor rental per month
Casters (fee per month per container)
Locks (fee per collection per container)
Enclosures (fee per collection per container)
**Roll-Off Containers**

Important Note: All fees submitted for services *will exclude any franchise fees.*

Rates reflect all charges that will be assessed

### Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR

<table>
<thead>
<tr>
<th></th>
<th>Delivery</th>
<th>Daily Rental</th>
<th>Haul Rate</th>
<th>Disposal per Ton*</th>
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<tbody>
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<td>20 yard</td>
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<td>30 yard</td>
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<td>40 yard</td>
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### Roll-Off – Permanent - EXCLUSIVE TO CONTRACTOR

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<tr>
<th></th>
<th>Delivery</th>
<th>Daily Rental</th>
<th>Haul Rate</th>
<th>Disposal per Ton*</th>
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<td>20 yard</td>
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<td>30 yard</td>
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<td>40 yard</td>
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<tr>
<td>20 yard sludge</td>
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<td>40 yard sludge</td>
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### Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

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<th>Disposal per Ton*</th>
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<td>28 yd SC**</td>
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<tr>
<td>30 yd SC**</td>
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<tr>
<td>35 yd SC**</td>
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<td>42 yd receiving container</td>
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</tbody>
</table>

* Submit a flat rate for each ton (not *a discounted rate for initial tons with an increase in rates for tons over a certain amount*).

** On Self-Contained Compactor units, show the Monthly Rental as the fee per month for the compacting/container unit.

*** On Stationary Compactors put in a Monthly Rental cost for the Receiving Container only. Do not show a rate for the compactor, itself. The rate for the Stationary Compactor will be negotiated between the hauling company and the waste generator.
Additional Items

Acceptable Percentage of Contamination in a load of Recycling Materials  _____%.

Optional Household Hazardous Waste Collection
Price per home per month  __________
Proposal Tab 9 – Alternate Collection Method (only after proposing the Base Options)

Describe in detail any alternate methods of collection incorporating rates proposed for the Alternate Method.

Use additional pages as required.
Proposal Tab 10 – Exceptions to the Contract provided

The City intends to utilize the contract provided (service specifications to be added in accordance with the RFP after Council selects Option 1 or 2).

**Note that excessive Exceptions to the agreement may negatively affect the Proposer’s overall score.**

Use additional pages as required.
N. APPENDICES
### APPENDIX A: City Facilities to be collected at no charge

<table>
<thead>
<tr>
<th>Location</th>
<th># Containers</th>
<th>Type</th>
<th>Days per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>2</td>
<td>2 Yard, 1 Cart</td>
<td>5</td>
</tr>
<tr>
<td>Animal Control Center</td>
<td>1</td>
<td>6 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Gun Range</td>
<td>1</td>
<td>2 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Police Department</td>
<td>2</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>2</td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>3 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Station 2</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Station 3</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Training</td>
<td>2</td>
<td>2 Yard</td>
<td>1 time per month</td>
</tr>
<tr>
<td>Fire Station 2</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Central Garage</td>
<td>1</td>
<td>2 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Central Garage</td>
<td>1</td>
<td>30 Yard for Scrap Metal</td>
<td></td>
</tr>
<tr>
<td>Sports Complex</td>
<td>1</td>
<td>8 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Senior Citizen Center</td>
<td>1</td>
<td>8 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Cemetery</td>
<td>1</td>
<td>6 Yard</td>
<td>2</td>
</tr>
<tr>
<td>Rodeo Arena</td>
<td>1</td>
<td>6 Yard</td>
<td>2</td>
</tr>
<tr>
<td>Getzendaner Park</td>
<td>3</td>
<td>6 Yard</td>
<td>2</td>
</tr>
<tr>
<td>Special Event</td>
<td>1</td>
<td>20 Yard</td>
<td>4 Hauls per Year</td>
</tr>
<tr>
<td>Special Event</td>
<td>2</td>
<td>8 Yard</td>
<td>4 deliver/haul yearly</td>
</tr>
<tr>
<td>Special Cleanup</td>
<td>1</td>
<td>40 Yard</td>
<td>10 Hauls per Year</td>
</tr>
<tr>
<td>Special Event</td>
<td>1</td>
<td>20 Yard</td>
<td>5 Hauls per Year</td>
</tr>
<tr>
<td>Civic Center</td>
<td>4</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>2</td>
</tr>
<tr>
<td>Special Event Civic Ctr</td>
<td>1</td>
<td>30 Yard</td>
<td>3 Hauls per Year</td>
</tr>
<tr>
<td>Utility Field Building</td>
<td>2</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Service Yard Utility</td>
<td>2</td>
<td>6 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Sokoll Water Plant</td>
<td>2</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Howard Water Treatment</td>
<td>2</td>
<td>6 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Wastewater Treatment</td>
<td>3</td>
<td>2 Yard, 3 Yard 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Jefferson Lift Station</td>
<td>1</td>
<td>3 Yard</td>
<td>1</td>
</tr>
</tbody>
</table>
### APPENDIX B: Tonnage Reports
(FY2019 Provided by Current Vendor)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>Residential TRASH</th>
<th>Residential BRUSH/BULK</th>
<th>Residential RECYCLE</th>
<th>Commercial TRASH</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY</td>
<td>1255.53</td>
<td>2.25</td>
<td>53.49</td>
<td>1235.30</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>873.28</td>
<td>3.5</td>
<td>40.43</td>
<td>1103.40</td>
</tr>
<tr>
<td>MARCH</td>
<td>1023.83</td>
<td>6.79</td>
<td>40.43</td>
<td>1232.41</td>
</tr>
<tr>
<td>APRIL</td>
<td>1259.48</td>
<td>14.91</td>
<td>59.33</td>
<td>1417.17</td>
</tr>
<tr>
<td>MAY</td>
<td>1066.42</td>
<td>5.01</td>
<td>51.86</td>
<td>1392.44</td>
</tr>
<tr>
<td>JUNE</td>
<td>1032.93</td>
<td>0</td>
<td>43.46</td>
<td>1194.17</td>
</tr>
<tr>
<td>JULY</td>
<td>1228.79</td>
<td>2.49</td>
<td>57.32</td>
<td>1135.57</td>
</tr>
<tr>
<td>AUGUST</td>
<td>834.15</td>
<td>7.26</td>
<td>52.99</td>
<td>1171.37</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>879.78</td>
<td>0</td>
<td>54.01</td>
<td>1093.20</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>947.43</td>
<td>10.77</td>
<td>41.27</td>
<td>1347.37</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>878.66</td>
<td>6.55</td>
<td>36.3</td>
<td>1159.17</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>1229.67</td>
<td>7.88</td>
<td>50.92</td>
<td>1295.07</td>
</tr>
</tbody>
</table>
APPENDIX C: Performance Bond Form

STATE OF TEXAS §
COUNTY OF ELLIS§

KNOW ALL MEN BY THESE PRESENTS: that _________________________ (“Contractor”), as principal, and _____________________________ (“Surety”) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of _______________, Texas (City), in the sum of __ ___________ dollars ($__________) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the__ day of ___________, 2020, for ___________________________________ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, an extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this __________ day of ________, 2020.

_______________________________________ _________________________________ Principal
Surety
By__________________________________ By  _______________________________
Title________________________________ Title_____________________________
Address________________________________ Address___________________________
The name and address of the Resident Agent of Surety is:
____________________________________________________________________________
APPENDIX D: Specifications For 95 Gallon Refuse Containers

Vendors shall provide certification that the cart provided to the City is an injection-molded rollout container that contains two (2) hinge pins, two (2) plastic wheel assemblies, a solid steel axle, and is compatible with both fully and semi-automated arm lifter systems with a capacity of 95-gallons.

Carts must be assembled and manufactured in the USA.

The container must comply with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements. Per the ANSI Z245.30-2008 Standard, the rollout refuse container must accommodate a load of 335 lbs.

The container body will be injection-molded from High-Density Polyethylene (HDPE). The interior will be free of crevices and recesses where refuse could become trapped. The handles will be integrally molded into the container body at the top rim. The bottom of the container will have dual molded-in wear ridges that extend both around its perimeter and around the center of the container bottom to provide additional protection against abrasive wear. The inside bottom of the container will have cylindrical-shaped energy-absorbing detail, approximately 7” in diameter.

The container lid will be injection-molded from HDPE and attached to the container body using two (2) HDPE snap-lock hinge pins and rotates freely about the hinge a full 270 degrees. The lid will be molded with a hand-hold lip that extends across the full width of the front of the lid and wraps around both corners.

A solid steel axle will have a 27/32” diameter that is zinc plated to protect against rust and corrosion. 10” wheels will be injection-molded and snap-on with an integrated spacer.

The product must be warranted for ten (10) years from the date of purchase.

Markings for both MSW and Recycling Carts:

a. “City of Waxahachie” or City of Waxahachie logo and Vendor Name and/or Logo hot stamped in white letters, that is to be water-resistant, approximately 1” in height on one side.

b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that is to be water-resistant and approximately 1” in height on the same side as (a) above.

Recycling Carts shall be marked differentiating the cart for recycling. The Contractor may elect to use the same lower body color as the MSW cart, but with a different color lid, or a completely different color for the cart body and lid. **The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.**
### APPENDIX E: Current Front-End Load Container Matrix

<table>
<thead>
<tr>
<th>Size</th>
<th>1x</th>
<th>2x</th>
<th>3x</th>
<th>4x</th>
<th>5x</th>
<th>6x</th>
<th>Extra</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 yd</td>
<td>46.77</td>
<td>88.85</td>
<td>132.49</td>
<td>174.57</td>
<td>218.21</td>
<td>264.98</td>
<td>24.71</td>
</tr>
<tr>
<td>Quantity</td>
<td>104</td>
<td>22</td>
<td>16</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3 yd</td>
<td>62.35</td>
<td>109.10</td>
<td>171.47</td>
<td>210.42</td>
<td>288.36</td>
<td>327.32</td>
<td>24.71</td>
</tr>
<tr>
<td>Quantity</td>
<td>31</td>
<td>9</td>
<td>7</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 yd</td>
<td>88.85</td>
<td>166.78</td>
<td>246.28</td>
<td>280.57</td>
<td>350.69</td>
<td>417.49</td>
<td>27.99</td>
</tr>
<tr>
<td>Quantity</td>
<td>71</td>
<td>32</td>
<td>24</td>
<td>3</td>
<td></td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>6 yd</td>
<td>127.82</td>
<td>244.71</td>
<td>358.87</td>
<td>388.12</td>
<td>480.07</td>
<td>573.59</td>
<td>32.95</td>
</tr>
<tr>
<td>Quantity</td>
<td>68</td>
<td>33</td>
<td>17</td>
<td>7</td>
<td>13</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>8 yd</td>
<td>140.28</td>
<td>249.38</td>
<td>374.07</td>
<td>408.70</td>
<td>495.66</td>
<td>589.18</td>
<td>32.95</td>
</tr>
<tr>
<td>Quantity</td>
<td>69</td>
<td>72</td>
<td>63</td>
<td>22</td>
<td>33</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>

There are approximately 126 small commercial accounts going either once or twice per week.

Commercial carts 1 x week are priced at $9.44 per month
Commercial carts 2 x week are priced at $12.86 per month
### Roll-Off Matrix – Temp

<table>
<thead>
<tr>
<th>Qty</th>
<th>Avg. # Hauls/month</th>
<th>Avg. # Tons/Haul</th>
<th>Delivery</th>
<th>Rental (Daily)</th>
<th>Haul (including disposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 yard</td>
<td>2</td>
<td>3</td>
<td>5</td>
<td>38.85</td>
<td>4.66</td>
</tr>
<tr>
<td>30 yard</td>
<td>38</td>
<td>72</td>
<td>4</td>
<td>38.85</td>
<td>4.66</td>
</tr>
<tr>
<td>40 yard</td>
<td>6</td>
<td>9</td>
<td>3</td>
<td>38.85</td>
<td>4.66</td>
</tr>
</tbody>
</table>

### Roll-Off Matrix – Permanent

<table>
<thead>
<tr>
<th>Qty</th>
<th>Avg. # Hauls/month</th>
<th>Avg. # Tons/Haul</th>
<th>Delivery</th>
<th>Rental (Daily)</th>
<th>Haul (including disposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 yard</td>
<td>46</td>
<td>1</td>
<td>8</td>
<td>38.85</td>
<td>4.66</td>
</tr>
<tr>
<td>30 yard</td>
<td>125</td>
<td>107</td>
<td>4</td>
<td>38.85</td>
<td>4.66</td>
</tr>
<tr>
<td>40 yard</td>
<td>109</td>
<td>80</td>
<td>4</td>
<td>38.85</td>
<td>4.66</td>
</tr>
</tbody>
</table>

### Current Roll-Off Matrix – Compactor

<table>
<thead>
<tr>
<th>Qty</th>
<th>Avg. # Hauls/month</th>
<th>Avg. # Tons/Haul</th>
<th>Rental</th>
<th>Haul (including disposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 yd SC</td>
<td>1</td>
<td>4</td>
<td>6</td>
<td>123.33</td>
</tr>
<tr>
<td>30 yd SC</td>
<td>7</td>
<td>16</td>
<td>7</td>
<td>123.33</td>
</tr>
<tr>
<td>35 yd SC</td>
<td>3</td>
<td>11</td>
<td>5</td>
<td>123.33</td>
</tr>
<tr>
<td>40 yd Rec. Container</td>
<td>46</td>
<td>106</td>
<td>5</td>
<td>123.33</td>
</tr>
</tbody>
</table>

### Convenience Center Boxes

<table>
<thead>
<tr>
<th>Qty</th>
<th>Avg. # Hauls/month</th>
<th>Avg. # Tons/Haul</th>
<th>Haul (including disposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 yd</td>
<td>2</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>42 yd Rec. Container</td>
<td>2</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>
1. The Contractor, either through its equipment and personnel or through a qualified subcontractor, shall provide to the residents of Highland Village an on-call door-to-door Household Hazardous Waste and recycling program during the term of the Contract and any extensions thereto. The purpose of the Service is to provide a safe, convenient, efficient, and cost-effective method for residents to dispose of household hazardous materials (as defined herein) that are otherwise difficult to dispose of and which should not be placed into regular solid waste bins. The Contractor’s service shall include the following mandatory components:

A. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:00 AM and 8:00 PM ET, Monday through Friday (English and Spanish speaking operators). An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to request a collection. Residents may use the program as often during the year as may be needed. No estimate is available on the number of homes that may participate.

B. The Contractor must provide each resident with a containment device that meets the city requirements and/or state approval. Residents may fill the bag with acceptable items and can place outside the bag acceptable items such as straight fluorescent lamps, auto batteries, and electronics.

C. An instruction sheet must accompany the containment device with complete details on how to prepare items for the collection. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials. Also, a pre-printed, postage pre-paid survey card must accompany the containment device, soliciting customer feedback on the service. The return address on the survey cards will be provided.

D. Acceptable material must be collected from the resident’s property and not from public property including the curb. Residents must be advised during the initial scheduling call on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance.

E. All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment, or disposal (in that preferred order).

F. Material collected must be recycled to the highest degree possible. Recycle, incineration, treatment, and landfill is the applicable hierarchy.

G. Contractor must indemnify the City for any action that may occur after Contractor has taken possession of the materials. The Contractor must accept generator status.

H. Contractor shall assist the City in developing press releases and/or advertising material to announce the service, and will assist the City in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
I. Contractor shall provide periodic reports and/or annual reports detailing all materials collected, number of homes serviced, pounds per home, and other pertinent details as may be requested by the City.

J. The collection of household hazardous materials from businesses is excluded from this program. Homes with commercial chemicals, containers of larger than five gallons, and home businesses will not be served.

2. Contractor’s proposal must include the following information; failure to provide this shall render Contractor’s proposal nonresponsive:
   
   A. Contractor’s door-to-door household service experience during the past five (5) calendar years with a minimum of 25,000 collections
   
   B. Contractor should identify a total number of door-to-door household hazardous material collections performed during the past five (5) years. When and where collections were performed. Please describe the type of program.
   
   C. Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections 2.A and 2.B, above.
   
   D. An operation plan to describe how a typical collection event from a resident’s location will be scheduled and performed. The following elements must be included in the:
      
      a. Specifics on how materials will be managed at the home
      b. Type of vehicle used, how will materials be stored in the vehicle
      c. Pollution prevention element
      d. Health and Safety element
      e. Description of disposition of materials (recycling preference)
      f. Technician training element
      g. If materials will go to Contractor's facility, description of that facility and that it meets state regulations.
      h. Handling process e.g. collect from home and transport to facility X then to facility Y etc.

3. The minimum Contractor qualifications shall be met at the time proposal is submitted. Documentation of these qualifications may be required.
   
   A. Must be a registered Hazardous Waste Transporter
   B. Must hold any additional permits e.g. Universal waste, e-waste, as may apply to this program.
   C. Technicians/Drivers must have 40 hr. Hazwoper Training with 8-hour refresher
   D. Technicians/Drivers must have a commercial drivers license with Hazmat endorsement
   E. Contractor must use E-verify for all program employees
   F. Meet all state requirements to collect and manage materials used in section 4.
   G. Transfer and/or storage locations must meet Federal, State, and local permit requirements to accept materials in Section 4, below.
4. Contractor shall identify with its proposal the complete list of Acceptable and Unacceptable Materials. Contractor must agree to collect the items included on the Acceptable materials list.

<table>
<thead>
<tr>
<th>ACCEPTABLE MATERIALS</th>
<th>UNACCEPTABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pesticides &amp; Insect Sprays</td>
<td>Biological Waste</td>
</tr>
<tr>
<td>Herbicides</td>
<td>Radioactive Materials including Detectors</td>
</tr>
<tr>
<td>Rust Removers</td>
<td>Ammunition and Explosives</td>
</tr>
<tr>
<td>Swimming Pool Chemicals</td>
<td>Commercial Chemicals</td>
</tr>
<tr>
<td>Wood Preservatives</td>
<td>All Medications</td>
</tr>
<tr>
<td>Used Motor Oil Filters</td>
<td>Materials Improperly Packaged</td>
</tr>
<tr>
<td>Vehicle Batteries</td>
<td>Asbestos</td>
</tr>
<tr>
<td>Automotive Cleaners (Waxes, Polishes)</td>
<td>Gas Cylinders and Fire Extinguishers</td>
</tr>
<tr>
<td>Automotive Chemicals (Antifreeze, Brake Fluid)</td>
<td>Large Appliances</td>
</tr>
<tr>
<td>Gasoline</td>
<td>Tires</td>
</tr>
<tr>
<td>Lubricants (Motor Oil, Transmission Fluid)</td>
<td>Liquid Mercury</td>
</tr>
<tr>
<td>Driveway Sealer (less than 5 Gals.)</td>
<td>Unlabeled and Unknown Materials</td>
</tr>
<tr>
<td>Household Fluorescent Tubes and compact fluorescent lamps</td>
<td>Containers over 5 Gallons</td>
</tr>
<tr>
<td>Household batteries</td>
<td></td>
</tr>
<tr>
<td>Paint Products (Oil, Latex, Stripper, thinners)</td>
<td></td>
</tr>
<tr>
<td>Household thermometers and thermostats</td>
<td></td>
</tr>
<tr>
<td>Corrosive Chemicals (Non-commercial)</td>
<td></td>
</tr>
<tr>
<td>Consumer Electronics (cell phones, DVD players, VCR players, CD players)</td>
<td></td>
</tr>
<tr>
<td>Televisions and computer monitors</td>
<td></td>
</tr>
<tr>
<td>Computers and laptops with keyboards and cords</td>
<td></td>
</tr>
<tr>
<td>Desktop printers</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX G. Map showing alley pick-up areas in “gold” coloring
SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION, DISPOSAL, AND PROCESSING CONTRACT

This Solid Waste and Recyclables Collection, Transportation, Disposal, and Processing Contract (“Contract”), is entered as of the Effective Date by and between the City of Waxahachie, Texas, a Texas home rule municipality (hereinafter called “City”), and ______________, a Texas limited partnership qualified to do and actually doing business in the State of Texas (hereinafter called “Contractor”), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “Parties” and individually as “Party”.)

RECITALS

WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste and recyclables kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS, Contractor is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the City and its solid waste services; and

WHEREAS, the City has determined Contractor to be qualified to carry out the terms of this Contract upon the terms and conditions and for the consideration hereinafter provided; and

WHEREAS, through a competitive process, the City Council has determined that Contractor provides the best value for solid waste services for City residents; and

WHEREAS, the City therefore desires to grant to Contractor the right to operate as the sole provider, to the limits allowed by State law and by City ordinance(s), for City-provided services of collection, transportation, and disposal of residential and multi-family residential garbage and trash, and recycling, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, residential recycling, commercial and industrial wastes subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

INCORPORATION OF RECITALS: The above recitals are accepted as part of this Contract for all purposes.
DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. In the event that the definitions provided herein differ from those in the most current version of the City of Waxahachie’s Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

“Alley”: A public or private way giving access to the rear of residential lots. The City shall designate those alleys to be used for collection purposes. There are approximately 814 homes that currently receive pickup in the alley, and only those homes currently receiving that service will continue to receive that service in the future. Refer to Appendix “G” for the map showing the locations of the areas that will receive alley pick-up.

“Bag”: A plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top to which a Resident may affix a Pink Tag and place curbside for Waste collection.

“Brush”: Any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4”) in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles or containers shall exceed forty (40) pounds in total weight.

The term "Brush” specifically excludes debris resulting from the services of a Commercial Service Provider.

“Bulky Waste” means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

“Cart”: 95-gallon plastic receptacles issued by Contractor to Residents, equipped with wheels, handles and a tight-fitting cover, designed for automated or semi-automated waste collection vehicles. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

“City” means the City of Waxahachie Texas.

“Collection”: The act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a MRF.

“Collection Area” means that portion of the City in which Contractor provides collection services as described in this Contract.

“Commercial Unit” means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

“Commercial Waste” means all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

“Commercial Service Provider” means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

“Compactor Unit” means a mechanical unit that receives, compacts and reduces the volume of municipal waste, refuse or garbage, whether stationary or mobile.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction
work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Container” means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contract Administrator” means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in this Contract.

“Curbside” Curbside shall mean within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

“Customer” means the owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

“Dead Animals” means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disposal Facility” A duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

“Front End Loader” (FEL): Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates a municipal waste.

“Green Waste” means leaves, grass, brush and other vegetative matter.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.
“Household Hazardous Waste” or “HHW” means items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

“Industrial Unit” means all industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW)” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Multi-Family Dwellings” means structures for residential living consisting of attached units.

“Non-Recyclables”: Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

“Performance Bond” means a corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit” means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance and permit renewal.

“Pink Tag”: A tag or adhesive sticker developed and produced by the Contractor and approved by The City which will indicate to the Contractor that the bag on which the Pink Tag has been affixed by a Residential Unit Resident is intended for collection and disposal.

“Processing” Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Recyclable Material” means 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 party actually abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for #6, which is styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Container” means a plastic receptacle with a capacity of 95 gallons designed for the purpose of the curbside collection of Recyclable Materials.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

“Residence” means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

“Residential Waste” means all Refuse, Garbage, and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30 or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means 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 re-pressurizing 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, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Source-separated Recyclable Materials” means Recyclable Materials that are separated from MSW at the point of origin for the purpose of Recycling.

“Third Party Provider”: A commercial business enterprise or commercial service provider providing services to Residential Units.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, 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 improvements.

“Unusual Accumulations” Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.


“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf
rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

**GRANT OF CONTRACT**

**Grant of Contract and Franchise.** To the extent allowed by law, City hereby grants to Contractor:

(a) the sole and exclusive franchise, license and privilege within City’s Limits to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Residential, Commercial and Industrial Customers located within City’s incorporated limits; with the exceptions listed below; and

1) A person may haul garbage, refuse, or recyclables, originating within his personal family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the department of environmental health as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors

2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the interest of public health, safety, and welfare

(b) The sole and exclusive franchise, license and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

**TERM**

**Initial Term.** The Initial Term of the Contract shall commence on April 1, 2021 (the “Commencement Date”) and shall end on March 31, 2026, unless otherwise extended or terminated earlier as provided in the final contract

**Extension Terms.** Contractor shall notify City of a request to extend the first term on or before eighteen (18) months prior to the expiration date. Upon approval by City’s City Council, the Initial Term may be extended by contract of the Parties for an additional five (5) year term upon the same terms and conditions.

Contractor shall notify City of a request to extend the first Extension term on or before eighteen (18) months prior to the expiration date of the First Extension. Upon approval by City’s City Council, the First Extension Term may be extended (the Second Extension Term) by contract of the Parties for an additional five (5) year term upon the same terms and conditions.
RATES

Contractor is authorized to charge, and shall receive from The City, the rates set forth on Schedule “A” attached hereto and incorporated herein by reference (“Base Rates”). The Base Rates are subject to adjustment as set forth in Section “Modification of Rates” below.

SCOPE OF WORK

General/ Service Contracts. The work to be performed by Contractor pursuant to this Contract shall consist of:

Residential Solid Waste Collection: Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Cart once per week during the term of this Contract. A Residential Unit Resident may purchase a Pink Tag and affix it to a Bag of Waste. Contractor agrees to collect properly placed Bags that have a Pink Tag affixed at Residential Units. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (exception those being for Special Needs).

Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes MSW is not prepared and/or located correctly by a Customer. However, the City shall be the sole and final judge as to such conditions and locations.

Contractor shall provide a proposed schedule and map of collection sectors.

Residential Collection of Recyclables: Contractor shall provide once per week collection, on the same day that MSW is collected, of Recyclables placed in the Residential Unit's designated Recyclables Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Cart. Customers shall not overload the Recycling Cart. Any recyclables at the curb not in the Cart will be treated as trash or can be taken to the City recycling center.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

<table>
<thead>
<tr>
<th>Aluminum cans</th>
<th>Newspaper</th>
</tr>
</thead>
<tbody>
<tr>
<td>PET bottles with the symbol #1 – with screw tops only</td>
<td>Mail</td>
</tr>
<tr>
<td>HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)</td>
<td>Uncoated paperboard (ex. cereal boxes; food and snack boxes)</td>
</tr>
<tr>
<td>PP plastic bottles and tubs with symbol # 5 - empty</td>
<td>Uncoated printing, writing and office paper</td>
</tr>
<tr>
<td>Steel and tin cans</td>
<td>Old corrugated containers/cardboard (uncoated)</td>
</tr>
<tr>
<td>Glass food and beverage containers* – brown, clear, or green</td>
<td>Magazines, glossy inserts, and pamphlets</td>
</tr>
<tr>
<td>Plastics not listed above including but not limited to those with symbols #3*, #4*, #7*</td>
<td>Cartons, Aseptic Containers</td>
</tr>
</tbody>
</table>
**NON-RECYCLABLES** include, but are not limited to the following:

<table>
<thead>
<tr>
<th>Plastic bags and bagged materials (even if containing Recyclables)</th>
<th>Microwavable trays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porcelain and ceramics</td>
<td>Mirrors, window or auto glass</td>
</tr>
<tr>
<td>Light bulbs</td>
<td>Coated cardboard</td>
</tr>
<tr>
<td>Soiled paper, including paper plates, cups, and pizza boxes</td>
<td></td>
</tr>
<tr>
<td>Expanded polystyrene and #6 plastics</td>
<td>Coat hangers</td>
</tr>
<tr>
<td>Glass and metal cookware/bakeware</td>
<td>Household appliances and electronics</td>
</tr>
<tr>
<td>Hoses, cords, wires</td>
<td>Yard waste, construction debris, and wood</td>
</tr>
<tr>
<td>Flexible plastic or film packaging and multi-laminated materials</td>
<td>Needles, syringes, IV bags or other medical supplies</td>
</tr>
<tr>
<td>Food waste and liquids, containers containing such items</td>
<td>Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)</td>
</tr>
<tr>
<td>Excluded Materials or containers which contained Excluded Materials</td>
<td>Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils</td>
</tr>
<tr>
<td>Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension</td>
<td>Propane tanks, batteries</td>
</tr>
</tbody>
</table>

**Delivery Specifications.** Single Stream Material collected within The City and delivered by Contractor to the Recycling Facility may not contain more than ___% Non-Recyclables or Unacceptable Waste. For Recyclables not meeting the specifications, in excess of the allowable percentage the City may pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided the City within 24 hours of the load being transported to the Disposal Facility.

**Residential Household Hazardous Waste Collection (Optional)**

Contractor shall provide a program to collect Household Hazardous Waste directly from Residential Customers at their residence on a call-in basis subject to the following:

(a) Contractor shall establish a toll-free telephone number to which Residential Customers may call to request HHW collection;

(b) Contractor must provide a container/bag into which Customers may place HHW items in advance of the collection;

(c) Contractor may require Customers to place the HHW materials inside the provided bag/container except for large electronics, which the Customer shall be permitted to place on their doorstep, in front of their garage or some location away from the curb or public street;

(d) Contractor may limit the collection of HHW at the Residence from all Customers requesting HHW collection to a single day during each calendar month, which date must be provided to the requesting Customer at the time the request for HHW collection is made;
(e) Collection of HHW pursuant to requests made during a calendar month after the scheduled HHW collection date for that month shall be made during the immediately following calendar month; provided, however, in no case shall a Customer be required to wait more than 31 days from the date the request for collection is made before Contractor collects the Customer’s HHW.

(f) On the HHW collection date provided to the Customer at the time of the Customer’s call requesting HHW collection, Contractor will arrive at the Residence, properly loose pack the materials in compliance with applicable laws regulations, and transport the HHW for recycling and/or disposal.

(g) Contractor shall provide to the Customer or City, upon request, information indicating Contractor possesses the proper permits and/or licenses to conduct the program described in this Section 3.01.2.

(h) Contractor shall seek to have collected HHW recycled if the technology exists; provided, however, the Parties acknowledge that some HHW materials (e.g. corrosives) cannot be recycled.

(i) Residential Customers may request a collection of HHW pursuant to the program provided pursuant to this Section 3.01.2 on each and every scheduled HHW collection date.

**Residential Bulk Collection:** For the Base Proposal (any option) Contractor will collect Brush & Bulk materials one time per week. The Resident will be limited to two (2) cubic yards (6’ x 3’ x 3’) of combined Brush and/or Bulk material per collection. Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection. These materials will be transported to and disposed of at a sanitary landfill.

**Residential Unusual Accumulation Collection** When a Customer desires collection of more material than the weekly limit, the resident can request an Unusual Accumulations Collection at a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer prior to commencing work.

**Residential Carts** Upon notice from The City, the Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclables to new Residential Units constructed within The City during the Term of the Contract (together, the “Carts”). New Carts will be provided with written instructions for proper use, including any Resident actions that may void manufacturer warranties, such as placement of hot ashes in the Cart. New recycling Carts and replacement lids for existing recycling Carts that have been damaged and need a replacement lid will have recycling guidelines heat molded on the top of the lid in mutually agreeable place.

Contractor shall not be required to collect any Waste or Recyclables that are not placed in the designated Cart, any Waste or Recyclables from a Cart that is overloaded by weight or volume, or a Cart that is not properly placed curbside.

The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The City agrees that should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. Where a replacement Cart is new, the Contractor shall assess a $70.00 charge to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.
The Contractor will be responsible for responding to requests from and delivering Carts to Residents who need a Cart replacement due to Cart damage. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the City. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

**COLLECTION OPERATIONS – GENERAL PROVISIONS**

**Hours of Collection.** Collection of Waste Material from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 P.M.on the same day in any area of City’s Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Residential collections, under any selected Option, will be performed between Monday and Friday.

Within the collection area, Commercial and Industrial collection shall be performed between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Commercial collections shall be made on a regular schedule on the same day and approximately the same time each week. Commercial and Industrial collections will be performed between Monday through Saturday.

Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. each service day unless:

(a) The City has been contacted by the Contractor with a description and justification of the unusual circumstances that justifies a later collection, and City approves the request prior to the collection.

(b) The City determines that the collection will not result in a violation of City’s ordinances regarding excessive noise set forth in the Code of Ordinances, as amended.

**Collection Routes.** Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

(a) such change has been approved in writing by the City Manager or their designee, which shall not be unreasonably withheld or delayed; and

(b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date of the new collection dates become effective.

**Holidays.** Contractor shall perform collection on all days except for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Make-up Residential collection is on the next business day after the Holiday. Contractor shall collect from Residential customers whose collection day falls on Thanksgiving Day on the Friday immediately following Thanksgiving Day. Collection from Residential Customers whose scheduled collection day falls on Christmas Day shall occur on the day after Christmas. When Christmas Day in a given year falls on a Friday, collection from
Residential Customers whose regular collection day is Friday shall be on the immediately following Saturday.

**Complaints.** Customer complaints shall be directed to the Contractor. Contractor shall notify the City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email the City a recap of the day’s complaints from Residential, Commercial or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected on the next day’s complaint report indicating that collection was made.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups).

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container, and shall notify the City of such action.

As requested by the City, Contractor shall make available GPS tracking reports for residential collection vehicles.

**Complaint Log.** Contractor shall make and keep records of all complaints regarding missed collections which shall include (a) the date of the complaint, (b) the name and address of the complainant, (c) the time and date the complaint was made, (d) Contractor’s determination, and (e), the date, time, and method when the Complaint was resolved.

**Collection Equipment** All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2017 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor’s color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and on the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor’s staff and the driver may communicate during the route collection.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the
addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service.

Contractor acknowledges that it has represented in the Proposal that Contractor has the ability to access temporary replacement equipment and vehicles in order to be able to maintain a consistent level of collection services as required by this Contract.

**Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Facility operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

**Spillage:** The Contractor shall not be responsible for all scattered Waste categories as defined in this Contract unless the same has been caused by Contractor, in which case all scattered Waste shall be collected by Contractor on the same day such spillage occurs.

**Point of Contact:** All dealings and contacts between Contractor and The City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by The City.

**REPORTING REQUIREMENTS**

The Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to any daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

**Monthly Reports** Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract. Monthly reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain at least the following information:

1) Number of Households served
2) Number of Commercial facilities served
3) Monthly tonnages by each category of service
   - Residential MSW
   - Residential Recycling
   - Residential Bulk
   - Commercial
   - Roll Off
4) Residential Recycling Participation Rate
5) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint and resolution.
6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.
**Annual Reports**  No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City an annual report covering the immediate preceding Contract year and include the following information:

1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency and increase participation.
3) A description of all public information programs undertaken with audiences reached and media used.
4) The City may withhold payment of balances due until said reports are received.

The obligation to submit an annual report shall survive the termination or expiration of this agreement. Contractor shall submit an annual report for the final Contract year of this agreement no later than thirty (30) calendar days after the end of each year of the agreement. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City.

Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract.

All reports shall be submitted in an approved format to the addresses as the City may designate in writing. If report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at the City.

**CHARACTER AND CONDUCT OF EMPLOYEES**

Contractor’s employees who normally and regularly come in direct contact with the public shall bear some means of individual identification such as uniform with name badges, name-tags or identification cards. These employees shall be attired at all times in a professional-type manner and Contractor shall undertake all service rendered under the Contract Documents in a neat, orderly and efficient manner and to use care and diligence in the performance of this Contract. Contractor shall assure that employees serve the public in a neat, orderly, courteous, helpful and impartial manner. All employees of Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Contractor agrees to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which may impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under the Contract Documents. Contractor shall also ensure that each employee driving a vehicle shall at all times carry a valid operator’s license for the type of vehicle he/she is driving.
In the event Contractor receives a report alleging an employee(s) of Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, Contractor shall submit a written report to the City outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location, and name address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken. If an employee of Contractor is the subject of repeated or egregious allegations of the type described above, the City may request that the employee be barred from further work for Contractor in connection with the Contract. Upon the City’s request, Contractor shall, within ten (10) calendar days, comply with the City’s request for the duration of the Contract Time. Contractor’s employees shall make collection with as little noise and as little disturbance to the Resident as reasonably possible. No Contractor employee shall disturb or otherwise interfere with property that is appurtenant to the proper execution of his duties. Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers and other plants.

**PUBLIC EDUCATION ACTIVITIES**

To inform and educate Residential Customers regarding Contractor’s commencement of services under this Contract, Contractor shall, at Contractor’s cost:

(a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe the upcoming change in service for MSW Material, Recycling, Bulk and Brush, and Household Hazardous Waste collection services to Residential Customers, Contractor’s contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;

(b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information, and

(c) Coordinate with and supply all information reasonably requested to facilitate the City’s efforts to notify Residential Customers of this transition.

(d) To support the City’s environmental education efforts, the Contractor shall pay the City the amount of Five Thousand Dollars ($5,000.00) per month.

**Special Event and Other Services.** The Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at The City facilities and pools set forth in Schedule A. The type of equipment and frequency of collection is set out in Schedule A and may be adjusted as agreed to by the City and Contractor. Necessary increases in service as agreed to between the City and Contractor to existing City facilities will be added to the schedule and serviced at no charge. Any additional events not listed in Schedule A, or necessary increases in service to events listed in Schedule A, will be serviced by Contractor at a charge.
PAYMENTS TO THE CONTRACTOR

The City shall provide billing and bill collection services for Residential Units during the term of this Agreement.

(a) On the last business day of the month, the City shall provide Contractor the number of residential units for which collection services were provided by the Contractor. Contractor shall then submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City will remit to Contractor payment for such services within fifteen (15) days after receipt of the invoice.

(b) The City will notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

(c) The Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units. The Contractor will be required to provide to the City, monthly, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

The rates set forth in this Proposal are exclusive of the franchise fee. Contractor shall pay to the City a franchise fee, the percentage to be determined by the City, as a percent of the fees collected by the Contractor for Commercial Waste and Industrial Waste (the “Franchise Fee”).

The Contractor shall add the Franchise Fee to the rates charged by the Contractor to Commercial and Industrial Customers. The Franchise Fee payments received by Contractor shall be paid by the Contractor to the City within fifteen (15) business days after the last day of the month of Contractor’s actual receipt of such monies. The City shall have the right to conduct an audit of the Contractor’s records concerning the Commercial and Industrial billing done by the Contractor at any time deemed necessary by the City, provided that the City give reasonable notice before the audit, and the City pays for the cost of such audit.

The City shall not be obligated to pay Contractor for Commercial Collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the fifteenth (15th) business day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

Contractor shall remain liable for the payment of Franchise Fees pursuant to this Section after termination of this Contract for any and all services provided prior to termination of this Contract. The City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the City pursuant to this Contract regardless of Contractor’s failure to elect to pass through the cost of the Franchise Fee to Customers.
Non-Paying Commercial Customers. Contractor shall have the right to assess interest at the highest rate permitted by law and late fees on Commercial or Industrial Customers who fail to timely pay Contractor’s invoices. Contractor shall have the right to suspend service to any Commercial or Industrial Customer that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee to that Customer.

MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until April 1, 2022. Commencing on April 1, 2022, continuing annually on each anniversary date of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than January 1st of the year to be affected by the Rate Modification the City (90-days in advance of the increase).

REGULATORY RATE ADJUSTMENT

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days’ notice to the City.

CONTRACTOR RESPONSIBILITIES

In providing the services required by this Contract, Contractor shall be responsible for:

(a) Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;

(b) All actions and activities of its subcontractors;

(c) Supplying all records and information required by this Contract;

(d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;

(e) Paying all applicable taxes and Franchise fees;
(f) Complying with applicable laws and regulations;

(g) Performing all work in a timely, thorough and professional manner;

(h) Disposing of all collected MSW at a permitted MSW Landfill;

(i) Processing and marketing Recyclables collected by Contractor from the Residences;

(j) All wage increases for Contractor’s collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and

(k) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives notification on a Sunday will be collected on the immediately following Monday.

**Special Needs Waste Placement for Collection Assistance:** If the City deems all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste whether in bags or in a cart, to the curb, Contractor personnel will collect the Waste at the side yard or garage door and, if a Cart Option is selected, will return the cart(s) to the same place once emptied. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor.

**Right to Reject Unacceptable Waste.** City agrees that if Unacceptable Waste is set out by a Customer for collection, Contractor may, in its sole discretion, reject such Unacceptable Waste. Neither title to, nor liability for, Unacceptable Waste shall pass to Contractor.

**Adding Residential Customers.** Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from the City.

**Office.** Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:30 A.M. and 5:30 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time.

**Phone Contact Number.** Contractor shall maintain telephones with either a Houston-area local phone number or toll-free number that is answered at Contractor’s local office by a responsible person in charge as well as adequate employee’s available to answer such phone between 7:30 a.m. and 5:30 p.m. Central Time on regular collection days. Contractor shall provide an informative recording answering frequently asked questions for incoming customer callers which shall be available during all hours. City agrees to maintain the telephone number being used as of the Effective Date by City for calls related to residential solid waste collection services and, if necessary, have the phone automatically forwarded to the Contractor’s customer phone number.

**Litter or Spillage.** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor’s vehicles or resulting from the collection of Waste Material.
**Street Damages.** Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor’s negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual contract of City and Contractor. At no time shall Contractor operate a vehicle in the City’s Limits that:

(a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or

(b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City’s repair of damages determined by mutual contract to be Contractor’s responsibility pursuant to this Section 11.02.

**City Facilities.** Contractor shall not charge City for collection services from City Facilities as described in Exhibit “B” or from any additional City Facilities that City may add.

**Enforcement:** Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor’s right to be the sole provider of Waste and Recyclables collection within the City per this Agreement.

**COMPLIANCE WITH LAWS**

Contractor shall conduct operations under this Contract in compliance with all Applicable Laws. Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of City to pass or enforce necessary police and health or code enforcement regulations for the protection of its residents and businesses. Contractor further understands and agrees that if City notifies Contractor that Contractor or one of its officers, agents, employees, Contractors, or subContractors is in violation of any Applicable Law, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation.

**Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor’s regular business hours on request of City employee documentation verifying an employee’s status to be employed by an employee in the United States. Contractor agrees to verify current and future employee’s status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

**NON-DISCRIMINATION**

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract in its entirety without the other Party’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City’s consent, to a parent company or any of its subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor’s obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by the lender to Contractor without the consent of the City.

TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor’s collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, generator or depositor of such waste and shall at no time pass to Contractor or City.

CONTRACTOR’S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor’s property.

RECORD KEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated pursuant to services rendered in accordance with the Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by Contractor in the performance of this Contract. The City may request periodic reports pursuant to services rendered. Such reports must be provided in a reasonable and timely manner, but in no case later than five (5) business days following receipt of the request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

MISCELLANEOUS TERMS

Confidentiality Regarding Waste Material. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.

No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.
Governing Law; Venue. This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Ellis County, Texas.

Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Contract shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Contract. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Prohibition of working with terrorist organizations. In accordance with Chapter 2252 of the Texas Government Code, the (a) Contractor does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Contractor is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

CITY’S OBLIGATIONS

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

(a) The City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract

(b) The City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.

(c) To the best of City’s knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.

(d) To the best of City’s knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City’s right to adopt and/or enforce this exclusive franchise if the City’s right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed
during the term of the Contract. The City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract.

**LIQUIDATED DAMAGES**

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services and the Contractor responding promptly to both residential and commercial customers.

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor, as determined by the City at its sole discretion. The Contract shall provide that the City may charge Liquidated Damages to the Contractor in accordance with the Summary of Liquidated Damages on a monthly basis in connection with the Contract and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, will be authorized to request in writing a meeting with the City Manager or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the City Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that the City Manager or his designee requests a hearing date before the City Manager to present its defense to such assessment. The City Manager will notify the Contractor in writing of any action taken with respect to the Contractor's claims.

Building and Community Services representatives, Utility Billing representatives and members of the City Management staff will make recommendations to the City Attorney who will make the final decision and contact the Contractor prior to assessing charges.

**SUMMARY OF LIQUIDATED DAMAGES**

The Contract shall provide that the City may assess liquidated damages to the Contractor as follows:

1. Missed collection: $25 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as an unacceptable set-out, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

2. Missed residential unit block: $500 per incident for the Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the Contractor as unacceptable set-outs and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

3. Commencement of residential collection before 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: $250 per route for each day that each route began collection prior to 7:00 A.M.

4. Failure to complete a majority (50%) of the city-wide Residential collections on a given day: $2,500 each incident

5. Failure to maintain a vehicle in a manner consistent with the Contract: $100 each incident
6. Failure to clean up spilled Solid waste, Refuse, or Recyclables resulting from loading and/or transporting within two (2) hours of notification: one hundred dollars ($250.00).

7. Failure to address complaints within one business day: $100 each incident.

8. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: $250 per report per calendar day delinquent.

9. Failure to return carts and containers to approximately original collection location: $25 each incident.

10. Contractor commingling recyclable materials with solid waste: $1,000 each incident.

11. Failure to leave a public education notice when material that is inappropriately prepared is not collected: $100 each incident.

12. Failure to be prepared to perform services on or after the commencement date: $3,000 per calendar day.

TERMINATION OF CONTRACT

Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination, in the event such termination occurs during the Initial Term, or any Extension Term, City, as its sole and exclusive remedy may exercise its rights under Contractor’s performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term or any Extension Term. Following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date. The City shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all actual, consequential and incidental damages or losses, including attorneys’ fees, suffered as a result of such termination. In the event either party waives default by the other party, such waive shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. The following, by way of example, not of limitation may be considered grounds for declaration of default:

(i) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein.

(ii) Failure of the Contractor to commence work operations within the time specified in the Contract,

(iii) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;

(iv) Evidence that the Contractor has abandoned the work,

(v) Evidence the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
(vi) Failure on the part of the Contractor to comply with the terms of this Contract or any requirements given by the City provided for in this Contract document; or

(vii) Indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose.

Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract to the date of termination. Within thirty (30) days following receipt of documentation detailing the service to be performed to the date of termination, the City agrees to compensate the Contractor for that portion of the undisputed prescribed charges for which the services were actually performed under this Contract and not previously paid. The City and Contractor agree to use good faith efforts to resolve any disputed charges.

In addition to, or in lieu of, the termination procedure set forth above, if the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or to cause to be performed all or party of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall, within thirty (30) days of receipt of written notice, compensate the City for the reasonable costs actually incurred by the City, including attorneys’ fees, fines and penalties. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.

**Dispute Resolution.** The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract, to submit the dispute to mediation, with the cost of said mediation to be split evenly by the Parties. The City shall have the sole right to select the professional Mediator.

**FORCE MAJEURE**

Any failure or delay in performance under this Contract due to contingencies beyond a Party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Contractor shall notify City by 6:00 a.m. on the day of service or day before if known, if service will not be provided due to a “Force Majeure” event. If Contractor begins service and then makes a determination to stop service mid-day due to Force Majeure, then Contractor will provide notification to the City as soon as possible. As soon as practical after such Force Majeure Event, the Contractor shall advise the City when it is anticipated that normal routes and schedules can be resumed.
INSURANCE

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

(a) **On Occurrence Basis:**
   - Commercial General Liability.
   - Combined single limit not less than $2,000,000 per occurrence
   - Aggregate not less than $4,000,000;
     - **Automobile Liability:** Combined single limit not less than $1,000,000;
     - **Automobile Property Damage:** Not less than $1,000,000 per occurrence;
     - **Premises/Completed Operations:** Not less than $4,000,000
     - **Explosion/Collapse/Underground:** As applicable
   - Umbrella.
     - Per Occurrence: Not less than $10,000,000
     - Aggregate: Not less than $10,000,000

(b) Contractor will retain retro dates with any new carrier.

(c) All insurance and certificate(s) of insurance shall be endorsed to contain the following:
   
   (1) Name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
   
   (2) a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.

A certificate of insurance evidencing the required insurance shall be submitted to City not later than thirty (30) days prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

(d) During the term of this Contract, Contractor shall maintain Statutory Workers’ Compensation insurance coverage or other benefit plans for work-related injuries as allowed by Applicable Law.

(e) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under Applicable Law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums,
the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

**INDEMNITY**

Contractor shall indemnify, defend, and hold harmless city, its city council, officers, agents, and employees (collectively, “the Indemnitees”), from and against any and all claims for personal injuries or death, or the loss of or damage to property, in each case, to the extent caused by the intentional misconduct or negligent acts or omissions, of the contractor, its officers, employees, agents, representatives, and/or subcontractors, but only to the extent such claims are not the result of the negligent or intentional acts or omissions of one or more of the indemnitees. City, for itself and its elected and appointed officials, employees, agents, and representatives does not by this contract waive its sovereign immunity, nor do city or contractor grant any third party any beneficial rights hereto. The indemnification provided in this section shall survive the termination or expiration of the Contract.

**PERFORMANCE BOND**

Upon Contract execution, Contractor shall furnish to The City a Performance Bond from a reputable banking institution, reasonably acceptable to The City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount equal to one hundred percent (100%) of the estimated annual value of the Contract. The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for The City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year prior to its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual, but renewed each year prior to its expiration).

**INDEPENDENT CONTRACTOR**

Contractor shall at all times be and hold itself out to the public as an Independent Contractor working on behalf of The City. Contractor is not an agent, employee or servant of The City and shall not represent itself as such.

**SUCCESSORS AND ASSIGNS**

The Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto: provided, however, this provision shall not be deemed to authorize the assignment or other transfer of the Contract which may only be accomplished as expressly provided in the Contract.

**OWNERSHIP**

Title to Waste and Single Stream Materials, Recycling Materials, Yard Waste, and Bulky Waste shall
pass to Contractor when placed in Contractor’s collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

**COMPLIANCE WITH LAWS AND ORDINANCES**

Contractor shall comply with all local, state and federal ordinances, statutes, laws, rules, and regulations applicable to the work or governing the collection, disposal and processing of Refuse, Yard Waste, Recyclables, and Bulky Waste as well as restrictive covenants of the City.

If Contractor discovers any provisions in the specifications or Contract which are contrary to or inconsistent with any law, ordinance or regulation, they shall immediately report it in writing to the City. Except where otherwise expressly required by applicable laws, rules, and regulations, the City shall not be responsible for monitoring Contractor’s compliance with any laws, rules or regulations. Notwithstanding the foregoing, Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chlorofluoro-carbons (CFC’s) unless Resident establishes that the item is free of CFC’s by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFC’s cannot be located and Contractor is asked to dispose of such by the City, Contractor agrees to collect such item, evacuate the CFC’s and dispose of it, and charge the City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

**Severability.** If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

**Prior Agreements:** This Contract sets forth the entire contract of the Parties and supersedes all prior contracts, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.

**Attorneys Fees.** If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation-related expenses and court or other costs incurred in such litigation or proceeding.

**NOTICES**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such
commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If intended for City, to:

City of _______________________, Texas
Attn: City Manager

____________________, Texas

With copy to:

____________________

If intended for Contractor:

_____________________, L.P.

____________________

____________________, Texas

With copy to:

____________________

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

ATTEST:

____________________

BY: ________________________________

Date: ______________________, 20__

APPROVED AS TO FORM:

____________________

Contractor: ______________________,

By: _____________________________

By: ______________________________

Name: _____________________________

Title: _____________________________

Date: _____________________________, 2020
EXHIBIT A

Base Rates
**EXHIBIT “B”**

**City Facilities at No Charge**
*(Future City facilities will be provided free of charge)*

<table>
<thead>
<tr>
<th>Location</th>
<th># Containers</th>
<th>Type</th>
<th>Days per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>2</td>
<td>2 Yard, 1 Cart</td>
<td>5</td>
</tr>
<tr>
<td>Animal Control Center</td>
<td>1</td>
<td>6 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Gun Range</td>
<td>1</td>
<td>2 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Police Department</td>
<td>2</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>2</td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>3 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Station 2</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Station 3</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Fire Training</td>
<td>2</td>
<td>2 Yard</td>
<td>1 time per month</td>
</tr>
<tr>
<td>Fire Station 2</td>
<td>2</td>
<td>2 Yard, 1 Recycle Cart</td>
<td>2 for MSW, 1 for cart</td>
</tr>
<tr>
<td>Central Garage</td>
<td>1</td>
<td>2 Yard</td>
<td>1</td>
</tr>
<tr>
<td>Central Garage</td>
<td>1</td>
<td>30 Yard for Scrap Metal</td>
<td></td>
</tr>
<tr>
<td>Sports Complex</td>
<td>1</td>
<td>8 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Senior Citizen Center</td>
<td>1</td>
<td>8 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Cemetery</td>
<td>1</td>
<td>6 Yard</td>
<td>2</td>
</tr>
<tr>
<td>Rodeo Arena</td>
<td>1</td>
<td>6 Yard</td>
<td>2</td>
</tr>
<tr>
<td>Getzendaner Park</td>
<td>3</td>
<td>6 Yard</td>
<td>2</td>
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<tr>
<td>Special Event</td>
<td>1</td>
<td>20 Yard</td>
<td>4 Hauls per Year</td>
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<tr>
<td>Special Event</td>
<td>2</td>
<td>8 Yard</td>
<td>4 deliver/haul yearly</td>
</tr>
<tr>
<td>Special Cleanup</td>
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<td>40 Yard</td>
<td>10 Hauls per Year</td>
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<tr>
<td>Special Event</td>
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<td>20 Yard</td>
<td>5 Hauls per Year</td>
</tr>
<tr>
<td>Civic Center</td>
<td>4</td>
<td>4 Yard, 1 Recycle Cart</td>
<td>2</td>
</tr>
<tr>
<td>Special Event Civic Ctr</td>
<td>1</td>
<td>30 Yard</td>
<td>3 Hauls per Year</td>
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<tr>
<td>Utility Field Building</td>
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<td>1</td>
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<td>6 Yard</td>
<td>1</td>
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<td>Sokoll Water Plant</td>
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<td>1</td>
</tr>
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<td>Howard Water Treatment</td>
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<td>6 Yard, 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Wastewater Treatment</td>
<td>3</td>
<td>2 Yard, 3 Yard 1 Recycle Cart</td>
<td>1</td>
</tr>
<tr>
<td>Jefferson Lift Station</td>
<td>1</td>
<td>3 Yard</td>
<td>1</td>
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</table>