



**REQUEST FOR PROPOSALS FOR  
CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES**

Proposal Reference Number: 01-20 Solid Waste

**July 2, 2020**

Dear Proposed Contractor:

The City of Kaufman is seeking a qualified solid waste service contractor. Attached is the formal "Request for Proposals for Citywide Solid Waste Collection." On page four of the document, please find a calendar of events with certain dates and times within which the City will evaluate and select the Contractor for these services.

Please note that there is a **"NOTICE OF INTENT TO SUBMIT"** form that must be filled out and returned to the City before July 17, 2020. There is also a mandatory pre-proposal conference scheduled for 10:00 a.m., on July 15, 2020. The Request for Proposals must be received by 2:00 p.m., on Monday, July 29, 2020. It is our intention to award a contract to the successful Contractor by no later than August 24, 2020.

Also, please note that any contact with elected or appointed City Officials, other than the designated contact person, during the process will result in automatic disqualification (***refer to DISQUALIFICATION OF CONTRACTORS, page 34***).

Should you have questions, please feel free to contact me at or by e-mail at [kaufmancitysec@kaufmantx.org](mailto:kaufmancitysec@kaufmantx.org).

Sincerely,

Jessie Hanks, City Secretary  
City of Kaufman  
209 S. Washington  
Kaufman, Texas 75142  
Office: (972) 932-2216  
Fax: (972) 932-6288  
E-mail: [kaufmancitysec@kaufmantx.org](mailto:kaufmancitysec@kaufmantx.org)

**NOTICE OF INTENT TO SUBMIT “RFP”**

If you intend to submit a “RFP” for Solid Waste Services outlined in this request for “RFP”, please sign, date, and return this form to the address below prior to July 17, 2020 so you may receive any addenda or additional information should the need arise.

Jessie Hanks  
City of Kaufman  
209 South Washington  
Kaufman, Texas 75142

Date	_____
Signature	_____
Title	_____
Company	_____
Address	_____
City, State, Zip	_____
Telephone	_____
Fax	_____
E-Mail Address	_____

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CALENDAR OF EVENTS	
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<b>Thursday, July 2 &amp; 9, 2020</b>	Publish Request for Proposals to Contactors.
<b>Wednesday, July 15, 2020</b>	Pre-Proposal Conference will be held at 10:00 AM., at Kaufman City Hall to discuss price proposals and requirements.
<b>Friday, July 17, 2020</b>	Return "Notice of Intent to Submit".
<b>Monday, July 27, 2020</b>	Completed Requests for Proposals due from qualified Contractors by 2:00 P.M.
<b>Mon. –Fri. July 27-31, 2020</b>	Bid Tabulations and Review.
<b>Mon.-Fri. July 27- 31, 2020</b>	Interviews scheduled with prospective firm.
<b>Monday, August 3, 2020</b>	City Council will consider the first reading of an ordinance awarding a contract to begin February 2, 2021.
<b>Monday, August 24, 2020</b>	City Council will consider the second reading of an ordinance awarding a contract to begin February 2, 2021.
<b>December 2020/February 2021</b>	Contractor Transition Period, if necessary.
<b>Friday, December 31, 2020</b>	Proposed Contractor must provide (A) their route schedule for garbage and recycling collection; and (B) notification plan for commercial container transition plan, if necessary.
<b>December 2020/January 2021</b>	Public information campaigns to educate citizens should a change in Contractor occur.
<b>February 1, 2021</b>	Effective date of new service.

## **SECTION I: NOTICE AND IMPORTANT INFORMATION TO PROPOSERS**

Sealed proposals will be received by the City of Kaufman, Texas ("the City"), at the City Secretary's Office, 209 S. Washington St. Kaufman, Texas 75142 until 2:00 p.m. CST on July 27, 2020 at which time proposals duly delivered and submitted will be considered for the Solid Waste Services RFP #01-20.

All Proposals must be prepared and signed by the proposer in the form attached hereto.

### **DELIVERY OF PROPOSALS**

Any proposal received after the stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. No results will be read aloud when proposals are submitted to the City.

One original (so marked) and five (5) copies of the proposal and a CD or DVD with an electronic copy of the proposal in pdf searchable format must be submitted in a sealed envelope or box. The outside of the envelope or box should be clearly marked:

Attention: Jessie Hanks, City Secretary, City of Kaufman  
"Solid Waste Services Proposal RFP #01-20"

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 10:00 a.m. CST, July 15, 2020, at City Council Chambers of Kaufman Municipal Building, 209 S. Washington St. Kaufman, Texas 75142. All vendors desiring to be considered for contracting with the City for this service must attend the pre-proposal conference. 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.

### **TEXAS PUBLIC INFORMATION ACT**

The City is subject to the Texas Public Information Act ("the Act"), a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following 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 clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and 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 submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant 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 requests for information will be made in writing to: Jessie Hanks at [kaufmancitysec@kaufmantx.org](mailto:kaufmancitysec@kaufmantx.org)

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, city staff, consultant or the Kaufman City Council will be permitted during the RFP process 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 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 thereto.

## **SCHEDULE OR OTHER ADDENDUMS TO THE RFP**

Schedule changes or other addenda to the RFP will be e-mailed to all individuals attending the mandatory pre-proposal conference.



## **SECTION II: IMPORTANT INFORMATION TO PROPOSERS**

### **INVITATION FOR PROPOSALS**

The City of Kaufman invites sealed Proposals for municipal solid waste collection and disposal, including the collection of recyclables, household hazardous waste and bulk and brush pickup. The City estimates approximately two thousand one hundred forty-four (2,144) total residential units and are located within the City and will be receiving the foregoing services. There are approximately 374 commercial containers serviced from one to six days per week. There are approximately five (5) City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

### **MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference will be held at the City of Kaufman City Council Chambers, 209 S. Washington St. Kaufman, Texas 75142 on July 15, 2020, at 10:00 AM CST.

All questions should be emailed to Jessie Hanks at [Kaufmancitysec@kaufmantx.org](mailto:Kaufmancitysec@kaufmantx.org) by 5:00 PM on July 13, 2020. Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement.

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 in accordance with 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 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

In order for a Proposal to be considered eligible, the Proposal must be:

1. Properly and fully completed (in ink or type);
2. Signed on all pages where signatures are requested by an authorized contracting agent of the proposed with each page of the RFP documents initialed.
3. Filed with the City of Kaufman at the Office of the City Secretary, 209 S. Washington St. Kaufman, Texas 75142, no later than 2:00 PM CST on July 27, 2020.

## **REQUIRED FORMAT OF PROPOSAL**

- The Proposal must contain ALL of 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 of the information in tabbed and appropriately labeled sections in the following order:

Sealed Envelope or Box with the Proposer's name and address in the upper left-hand corner and marked as indicated in <u>Delivery of Proposals</u> . The envelope or box must contain one original (marked as such) and five (5) copies of the Proposal with the original signed in BLUE ink and one CD or DVD with an electronic copy in searchable pdf format.
<b>1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer</b>
<b>2. Declaration</b>
<b>3. Proposal Bond</b>
<b>4. Non-Collusion Affidavit and Conflict of Interest Questionnaire</b>
<b>5. Power of Attorney (if necessary)</b>
<b>6. Felony Conviction Notice</b>
<b>7. Proposal Tab 1 Past Performance and Experience of Contractor</b>
<b>8. Proposal Tab 2 Financial Qualifications</b>
<b>9. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)</b>
<b>10. Proposal Tab 4 Experience of Personnel</b>
<b>11. Proposal Tab 5 Equipment</b>
<b>12. Proposal Tab 6 Operational Plan</b>
<b>13. Proposal Tab 7 Disaster Debris Management Plan</b>
<b>14. Proposal Tab 8 Rates, and Services</b>
<b>15. Proposed Alternatives, Exceptions or Modifications to the Contract</b>
<b>16. Brochures, Flyers, Promotional Material</b>

### **PROPOSAL COVER SHEET**

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

Addendum Number	Date

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 over the City of Red Oak.

In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for a period of four (4) 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: \_\_\_\_\_

Name of Proposer:	Phone:
Address:	Fax
Name and Title:	Attest:
Signature:	Date:

### **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 with respect to the services to which the Proposal pertains.

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

Firm/Corporation Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### **NON-COLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ (name and title) 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 pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. \_\_\_\_\_ (Name of firm), 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 with respect to proposing on any public contract, except as follows: I state that (Name of firm) 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 Red Oak of the true 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.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Remainder of Page Intentionally Blank*

**NOTARY ACKNOWLEDGEMENT**

**STATE OF TEXAS       §**  
**COUNTY OF KAUFMAN   §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed on behalf of the  
business.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name  
My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)**

Texas Local Government Code §176.006(a) requires a vendor to file a completed conflict of interest questionnaire in the form prepared by the Texas Ethics Commission (Form CIQ) if the vendor has a business relationship with a local governmental entity and:

1. has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
2. has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; excluding any gift described by Texas Local Government Code Section 176.003(a-1); or
3. has a family relationship with a local government officer of that local governmental entity.

The completed questionnaire must be filed with the City Secretary not later than the seventh business day after the later of:

1. the date that the vendor (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
2. the date the vendor becomes aware (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Texas Local Government Code §176.006(a); (B) that the vendor has given one or more gifts described by Texas Local Government Code §176.006(a); or (C) of a family relationship with a local government officer.

It is the responsibility of every vendor filling out and submitting a proposal pursuant to this RFP to determine if there is a conflict meeting the parameters listed above. If so, the City of Kaufman requires this Questionnaire be completed and turned in with the proposal.

Note that Texas Local Government Code §176.013 establishes criminal penalties for failing to answer and submit a conflicts of interest questionnaire when required to do so as well as allows the City to declare a contract void if the City determines the vendor failed to submit the required questionnaire.

# SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**DISCLOSURE OF INTERESTED PARTIES (FORM 1295)**

Prior to entering into a contract with the City for the services to be provided pursuant to this RFP, the successful proposer must complete a "Disclosure of Interested Parties" form (Form 1295) on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). By law, the City cannot sign an agreement with the successful proposer until Form 1295 is completed.

### **SECTION III: OVERVIEW**

#### **BACKGROUND**

The City of Kaufman, located in Kaufman County, is a southeastern suburb of Dallas on Highway 175. The City is located approximately twenty-eight (28) miles from Dallas. The land area of Kaufman is approximately nine (9) square miles with a population of more than 7,500. As of June 2020, the City bills approximately 2,144 residential customers and 374 commercial accounts.

The City's current contractor collects MSW from customer-purchased containers, or bags, on a once-per-week basis. The MSW is collected on Tuesday, Wednesday, Thursday, and Friday.

The City contracts with a separate company for recycling services. The current recycling contractor provides rolls of bags for collection of recyclables. The materials for recycling collection include mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.) slick or glossy newsprint 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. Recycling collection is performed on the same day as MSW collection.

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 course of the Contract.

#### **OBJECTIVE**

The City of Kaufman ("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 five (5) 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. Customer Service Response Center with adequate personnel to address customer requests and complaints
2. Hours of Operation from 7 AM to 7 PM Central Time
3. Contact Person as primary contract responsible for City of Kaufman Account
4. With respect to residential services, capable and willing to provide:
  - a. 95-gallon Poly Cart for once a week garbage collection per Options (as set forth in this RFP) See page 68.
  - b. Brush collection twice per month with varying amount restrictions and no call- in required
  - c. Bulk item collection twice per month with varying amount restrictions and no call- in required
5. Vehicles used for collection with the City at the time of commencement of the contract are not older than four (4) years.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

The City would like to investigate and consider alternative proposals for:

- Recycling Services for residential and commercial (95-gallon Poly Cart with twice a month pick up)
- Household Hazardous Waste Collections on on-call basis per month (unlimited)

### **TYPES OF SERVICES REQUESTED**

- Residential Collection: At the premises of residential accounts held by the City and serviced by the Contractor, collection shall occur a once weekly with the use of automated poly cart containers, except during weeks with holidays listed in section 4.04. Residents whose collection day falls on a holiday will be collected the next regularly scheduled collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor. City has provided a copy of the current route map for reference.
- Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection shall be in containers provided by the Contractor as so designated by customer. The City shall be the sole determinant of acceptable dumpster pad, container, locations, screening, and frequency. Containers are to be on a concrete slab or hard surface in accordance with city codes and ordinances.
- Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles twice per month to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.
- Centralized Recyclable Material Collection: Two (2) booted six yard and two slotted eight (8) yard receptacles for recyclable materials to be provided at a designated location requested by the City. Contractor will provide the emptying of these containers at no charge to the City. City will assist Contractor with oversight of the recycling containers to provide an onsite custodian at the location determined. The Contractor must be able to demonstrate the ability and willingness to provide the recycling services outlined above. The contractor must demonstrate a knowledge of the manpower and equipment requirements necessary to provide the services as outlined above.

Containers as outlined above must be provided. All containers must be kept in good repair and appearance and in a sanitary condition at all times. The Contractor shall take all precautions necessary to ensure that the recycling services as outlined above are performed in a clean and sanitary manner.

Contractor shall be required to accept the following program approved materials:

- Dry, unyellowed newsprint (with slicks and ads)

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

- Flattened plastic bottles, 1,2,3,4,5, & 7
- Unbroken glass bottles (all colors)
- Flattened aluminum cans
- Crimped tin cans
- Cardboard

Contractor may adjust the means of collection with City approval.

- Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations.
- Residential Recycling (ALTERNATE): Contractor shall provide curbside recycling twice a month to each residence. A 95-gallon poly cart collection containers to be provided to all residents in the City. A maximum of two (2) bins per customer is allowed. Additional bins and lids will be made available at cost to the customer

### **CONTRACT TERM**

The City intends for collection and processing services under the new agreement to begin February 1, 2021, and continue for an initial term of five years, ending at midnight January 31, 2026, with the City's option for two (2) five-year term extensions beginning February 1, 2026, and February 1, 2031, respectively.

### **CONDITIONS**

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;
3. accept proposals which deviate from the RFP as the City deems appropriate and in its best interest;
4. in its sole discretion, determine the qualifications and acceptability of any proposer submitting Proposals in response to this RFP;
5. issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process; and
6. negotiate with any, all or none of the proposers responding to the RFP.

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

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.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

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 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 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. In addition, the City may require other forms of assurance from the selected proposer of successful completion of the development.

Any and 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, if selected, shall become the property of the City 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 of 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 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, or any communications with City officials or advisors, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is

## **SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS**

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 with respect to 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 totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make an award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.
- The City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or for 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 are 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 Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with the contract entered pursuant 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;

## **SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS**

8. Disposing of all collected MSW at a permitted MSW Landfill;
9. Processing and marketing Recyclables collected by the Contractor from the Residences;
10. 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
11. Collecting all missed pickups (for any service provided) within 24 hours (Friday misses will be collected on Saturday).

### **ABILITY TO PERFORM**

The City may, at any time, investigate a Contractor's ability to perform services. The City may ask for additional information about the company and its service on previous contracts. Contractors may choose not to submit information in reply to the City's request; however, if failure to submit such information does not clarify the City's questions concerning the Contractor's ability to perform, the City may discontinue further consideration of a particular proposal.

### **PREVIOUS EXPERIENCE**

The City is interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover, customer lists, financial statement of resources for current and past periods, and other relevant information.

### **OUTSIDE SOURCES**

Please be aware that the City may use sources of information not supplied by the Contractors concerning the abilities to perform this work. Such sources may include current or past customers of the organization, current or past suppliers, and articles from other published sources such as industry newsletters or from non-published sources available to the City.

### **LANDFILL AVAILABILITY**

The successful Contractor must provide to the City proof of available capacity to accommodate the solid waste and recyclables for the period of the contract including the optional five (5) years. The Contractor must own, lease, or have an unconditional agreement to deposit solid waste in a landfill and recyclables in a suitable materials recovery facility, covering the entire contract period and any extensions.

### **REMUNERATION**

No disposal price adjustment will be made during the first two (2) years of the contract. After two (2) years, Contractor may petition the City Council for CPI adjustments to the Disposal Price no more than once every twelve (12) months, on or before June 1, to be effective October 1, annually during the term of this Agreement, to reflect changes in the cost of operations, as reflected by fluctuations in the Price Wage Earners and Clerical Workers (CPI-U, All Items) published by the U.S. Department of Labor, Bureau of Labor Statistics, Dallas-Fort Worth area, in the "March - April" report (the "DFW CPI-U, All Items"). The compensation may be adjusted for the ensuing twelve (12) month period by a percentage not to exceed eighty percent (80%) of the net percentage change of the DFW CPI-U, All Items.

If the index specified above is discontinued, the parties hereto shall agree by April 1 of the then current year to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics designates an index with a new title or code number



## **SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS**

or table number as being the continuation of the index cited herein, the new index shall be used. If the specific "Dallas-Fort Worth" index is discontinued, but the "U.S. City Average" remains, the latter index shall be used. Otherwise, a substitute shall be agreed upon by the parties.

The contractor shall bill the City an amount based upon actual residential and commercial collections:

1. The City shall DEDCUT an amount equal to ten percent (10%) of the amount billed by contractor as a Street Improvement Fee each billing Cycle.
2. For roll off containers ordered directly from citizens to contractor, contractor shall track the orders and remit a 10% Street Improvement Fee quarterly.

The City shall be responsible for billing accounts and collecting payment from customers. The contractor shall be responsible for billing the City each month based upon the current year rates.

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the thirtieth (30) day following the end of the month for the preceding month's fees. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

### **PROPOSAL SEQUENCE OF EVENTS, EVALUATION AND SELECTION**

The procedure for proposal evaluation and selection is as follows:

- Request for Proposals issued.
- Receipt of Requests for Proposals.
- Opening and review of all Requests for Proposals.
- Opening and acknowledgement of all price proposals.
- A Staff Evaluation Committee and the City Manager shall evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, Contractors may be requested to make additional written submissions or oral presentations before the Committee makes its recommendation.

Each proposal for solid waste/recycling collection services will be evaluated in the following areas with respect to the requirements as outlined in this proposal:

- Quality of Service
- Availability of Resources
- Company Stability
- Company Experience as a Diversified Service Provider in Residential, Commercial, and Multi-Family Collection and Recycling in Similar Sized Communities
- Experience of Company's Local Management Team
- Disposal and Processing Site(s) Capacity and Ownership
- Cost
- Customer Service Plan
- Commitment to participate in community-wide activities
- Compliance with TCEQ and USEPA rules and standards

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

The City Council shall consider the City Manager's evaluation and recommendation and, if appropriate, approve the recommendation. The City Council is the final authority on the selection or rejection of proposals.

The price proposal is subject to negotiation by the City Manager and/or the Assistant City Manager. The submitted price should be in "best and final" form. If the top-qualified Contractor fails to produce a mutually acceptable contract within thirty (30) days of notice of acceptance, the City Council may direct the City Manager to negotiate a contract with another Contractor other than the selected Contractor.

The City is not obligated to contract with the lowest price proposal and will determine which proposal best meets the City's needs. A proposed contract is presented to the City Council for approval, modification, or rejection. If, and when, a contract acceptable to both sides is approved by the City Council, the City Manager will be the City Official responsible for signing the contract after review by the City Attorney.

If it becomes necessary to revise any part of this proposal, a written addendum will be provided to all bidders who have completed and returned the "Notice of Intent to Bid" form. The entity is not bound by any oral representations, clarifications, or changes made in the written specifications by the entity's employees, unless such clarification or change is provided to bidders in written addendum from an authorized representative of the entity.

Any questions should be submitted in writing via mail, e-mail, or fax to Jessie Hanks. Questions and written responses will be returned to all parties within twenty-four (24) hours of acceptance.

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Jessie Hanks  
City of Kaufman  
209 S. Washington  
Kaufman, Texas 75142  
Office: (972) 932-2216  
Fax: (972) 932-0307  
E-mail: [kaufmancitysec@kaufmantx.org](mailto:kaufmancitysec@kaufmantx.org)

## **SECTION IV: DEFINITIONS**

Acceptable Brush: Tree trimmings that are bundled in lengths no more than four feet (4') and no more than fifty (50) pounds in weight.

Acceptable Waste: Any and all waste that is solid waste, refuse, or residential garbage including brush, garbage, yard waste, and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder, and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste," as defined herein. No garbage that produces noxious odors is allowed.

Agreement: The contractual agreement made and entered into by the City and a Contractor for the collection, transportation, and/or disposal of solid waste, and/or the collection, transportation, and/or processing of recyclable materials.

Backdoor Service: All handicapped or disabled customers, or elderly (over the age of sixty-five (65), who have provided verification to the Contractor from a physician as to their inability to carry containers to the curbside, may place containers at their front doorstep to be visible from the street, or at a location as may be determined by the Contractor. Contractor cannot enter or be responsible for entering garages or behind enclosed fences.

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

Bin (Residential Recycling): Bin with or without lid to be provided by Contractor with contractor logo.

Brush: Plants or grass clippings, leaves or tree trimmings, branches, landscaping or wood.

Bulky Waste: Stoves, refrigerators (with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing machines, furniture, and weights more than 50 (fifty) pounds, and other waste materials other than construction debris, unbundled brush, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle or Bundles: Tree, shrub, and brush trimmings securely tied together forming an easily handled package not exceeding four feet (4') in length and/or fifty (50) pounds in weight. No single limb shall be greater than eight inches (8") in diameter.

City: The City of Kaufman.

"Collect," "Collected," and "Collection": The picking up and transporting, storage, delivery to the appropriate Disposal Site for proper disposal of Solid Waste from Customers and delivery to a recycling processing center for recyclables from Customers that choose to participate in Contractor's Recycling programs.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

Commercial Containers: Containers commonly used by commercial garbage collectors for the storage and transportation of solid waste. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a first class, sanitary, safe, clean, and efficient working condition. Such containers shall be clearly marked with the Contractor's name, telephone, and an identifying number and/or letters not less than two (2) inches in height. Such containers shall be maintained in the City approved single color or color scheme.

Commercial Refuse: All bulky waste, construction debris, garbage, rubbish, and stable matter generated by a customer at a commercial premise.

Commercial Premise: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential premise.

Commercial Hand Collect Unit: A retail or light commercial type of business that generates no more than one (1) cubic yard of refuse per week in a polycart.

Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations. The Contractor shall be the sole provider of all commercial containers, permanent or temporary within the City.

Contract Administrator: That person, or his designee, designated by the City Manager to administer and monitor the provisions of this Contract.

Contract Documents: The Request for Qualifications and Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable material collection and processing.

Customer: A residential user, commercial hand collection user, and/or commercial user who generates refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: See Landfill (Sanitary).

Environmental Laws: Any and all state, federal, and local statutes, rules, regulations, and ordinances relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42 U.S.C § 9601, et seq., as amended by the Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3001f-300j, the United States Environmental Protection Agency's rules concerning underground storage Tanks, 53 Fed. Reg. 307082 (9/23/88), all as may be amended or supplemented in the future, and any similar federal, state, and local environmental statutes and ordinances and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

Equipment: All vehicles, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.

Hazardous Waste: Waste in any amount which is defined characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law or waste in any amount which is regulated under Federal or State law specifically including, but not limited to, solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq., and regulations promulgated thereunder, or applicable by State Law concerning the regulation of hazardous or toxic wastes.

Household Hazardous Waste: Waste in any amount regulated or non-regulated as described herein under Hazardous Waste that is generated in a household specifically including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints, and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

Landfill: A lawfully permitted facility used by the Contractor where solid waste is disposed of between layers of earth.

Medical Waste: Waste generated by health care 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 health care-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). The term does not include medical waste produced on farmland and ranchland as defined in [Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland)], nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 – 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor. Special provisions shall be made for the elderly, disabled and/or properties with storage constraints due to size of the carts.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

Producer: An occupant of a residential premise or commercial premise who generates refuse.

Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract documents, which can be sold for processing and use or reuse including, but not limited to, newsprint, magazines, catalogs, copy paper, office paper, plastic containers (#1, #2, #3, #4, #5, and #7 PET and HOPE), glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Container: A plastic receptacle with lid for the purpose of curbside collection of recycling commodities, with a minimum capacity of eighteen (18) gallons.

Refuse: Residential and commercial bulky waste, construction debris and stable matter generated at residential or commercial premises.

Residential Garbage: All garbage, refuse, and rubbish generated by a customer at a residential premise.

Residential Premise: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residential premise 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 (4) units, shall be treated as a residential premise, except that each single-family dwelling within any such residential premise shall be billed separately as a residential premise.

Rubbish: 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, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit)

Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) a containerized waste (e.g.; a drum, barrel, portable tank, box, pail, etc.), (B) a waste transported in bulk tanker, (C) a liquid waste, (D) a sludge waste, (E) a waste from an industrial process, (F) a waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical, and (H) stable matter.

Solid Waste: All non-hazardous (as defined by the Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] and other applicable laws) and non-special (see Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to: garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings, Christmas trees), discarded appliances, and home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Landfill under the applicable Federal, State, and Local Laws; Regulations; and Permits governing each.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

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

Take All Service: Refers to the service level expected of Contractor for solid waste collection. Specially, Contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in four-foot [4'] sections and bundled), building construction debris, household hazardous waste, and refrigeration appliances that have not had CFC's removed by a certified technician.

Unusual Accumulation: (a) for residences, a regular collection having more garbage than a customer's trash receptacle (s) will reasonably hold; (b) for commercial establishments, accumulations that would not occur in the ordinary course of business for that type of establishment (based on history of the establishments); (c) large, heavy, or bulky objects such as furniture or appliances; and materials defined by Federal or State Law to be a hazardous waste.

White Goods: Refrigerators which 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.

## **SECTION V: GENERAL SPECIFICATIONS TO CONTRACTORS**

### **SCOPE OF WORK**

The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, and labor; and all other items necessary to provide the City with complete refuse collection, removal, and disposal; and to complete said work in accordance with the provision. The City currently has approximately 2,144 residential customers and 374 commercial accounts. The residential solid waste is currently collected one a week, from 95-gallon polycarts; and recyclables are picked up twice a month curbside in bags provided by the company. The commercial waste is collected as requested by the customer.

### **PROPOSAL SECURITY**

Each proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a Contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor, which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract; or, if no Contractor's proposal has been selected within one-hundred twenty (120) days after the date of the opening of the proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

### **INDEMNITY**

**The successful Contractor agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Contractor, or any agent, servant, or employee of the successful Contractor in the execution of the performance of this Agreement, without regard to whether such persons are under the direction of City agents or employees as follows:**

**1. CONTRACTOR HEREBY ASSUMES THE RISK OF LOSS AND/OR INJURY TO PROPERTY AND/OR PERSONS CAUSED BY ANY NEGLIGENT OR WILLFUL ACTS OR OMISSIONS IN THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

**2. MORE PARTICULARLY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL ACTIONS, CITATIONS, CLAIMS, LIABILITIES, DAMAGES, DEMANDS, FINES, SUITS, JUDGMENTS, LEGAL PROCEEDINGS, LOSSES, PENALTIES, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND**



ATTORNEYS' FEES, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF THE CONTRACTOR, ITS SUBCONTRACTORS AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). CONTRACTOR FURTHER AGREES TO PAY ALL ATTORNEYS' FEES INCIDENT TO ENFORCEMENT, RENEGOTIATION, OR INTERPRETATION OF THIS AGREEMENT.

3. WITHOUT LIMITING THE FOREGOING, THE CONTRACTOR FURTHER AGREES THAT THE INDEMNITY PROVIDED FOR HEREIN SHALL EXTEND TO AND INCLUDE ANY AND ALL CLAIMS AGAINST THE CITY ARISING OUT OF OR PREDICATED UPON THE ENVIRONMENTAL LAWS AS DEFINED HEREIN. THE CITY SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF THE CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS.

4. BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY

5. THE CHOICE OF COUNSEL TO DEFEND OR OTHERWISE HANDLE ALL INDEMNIFIED ITEMS SHALL BE DETERMINED BY PROCEDURES SET FORTH IN THE APPLICABLE INSURANCE AGREEMENTS MAINTAINED BY THE CONTRACTOR OR, IN THE ABSENCE OF SUCH INSURANCE AGREEMENT, AT THE CHOICE OF THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS

**OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO. CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY IN DEFENDING ANY INDEMNIFIED ITEMS.**

**6. NOTHING ABOUT THIS SECTION OR ANY INDEMNIFICATION BY CONTRACTOR OF THE CITY SHALL SERVE AS AN EXPRESS OR IMPLIED WAIVER OF ANY RIGHTS OF GOVERNMENTAL IMMUNITY OR SOVEREIGN IMMUNITY ENJOYED BY THE CITY, ITS OFFICERS AND EMPLOYEES AND/OR THE CONTRACTOR.**

**LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute five (5) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of refusal or failure to do so within thirty (30) days after receipt of formal notice of award, Contractor shall be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages, and the award may then be made to the next best qualified Contractor, or the work re-advertised for proposals, as the City may elect. Such forfeited security shall be the remedy of the City.

**SECURITY FOR FAITHFUL PERFORMANCE**

A letter shall accompany the proposal from a corporate surety satisfactory to the City stating that the performance bond will be furnished by the surety to the person submitting the proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

As security for this service, the Contractor shall provide the City a One Million Dollar (\$1,000,000.00) performance bond in a form approved by the City Attorney guaranteeing the faithful performance of this Agreement (hereafter "Performance Bond"). The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and approved by the City Attorney, and shall be for the term of this Agreement and any renewal term in the amount of One Million Dollar (\$1,000,000.00). The Performance Bond shall be furnished to the City by the Contractor within ten (10) days of the date of the execution of this Agreement or any renewal hereof. Without limiting any other indemnity provisions herein, said Performance Bond shall guarantee full, satisfactory and complete performance of this Agreement by the Contractor and indemnify the City against any loss, expense, cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond.

**POWER OF ATTORNEY**

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

**EXCLUSIONS AND CONDITIONS**

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different Act of God over which the Contractor has no control except as detailed in the Contract. In the event of such a flood, hurricane, or Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further; if the City and the Contractor reach such agreement, then the City shall grant to Contractor variances in route and schedules as deemed necessary by the Contractor.

Each Contractor shall, to the extent by law, fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor shall obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his proposal or to the Contract. The City shall make all such documents available to the Contractors.

Except with respect to events or conditions that are not discoverable, the Contractor shall make his own determination as to the conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

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

**ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Contractor shall be requested of the City in writing, via facsimile, and/or regular mail; and if explanations are necessary, a reply shall be made in the form of an Addendum, via facsimile and/or regular mail. A copy of this Addendum will be forwarded to each Contractor who has filed an "Intent to Submit" form. Every request for such explanation shall be in writing addressed to the Office of the City Manager. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors, prior to date of receipt of proposals, shall become a part of the Contract documents, and all proposals shall include the work described in the Addenda.

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

## **SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS**

not later than five (5) days prior to the date fixed for the opening of proposals.

### **NAME. ADDRESS. AND LEGAL STATUS OF THE CONTRACTOR**

The proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate By-laws and shall also list the State in which it is incorporated. A partnership Contractor shall provide full names and addresses of all partners. Partnership and individual Contractors shall be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county, state, and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal.

### **COMPETENCY OF CONTRACTOR**

Assuming the Contractor is deemed qualified, the opening of the proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

### **QUALIFICATIONS OF CONTRACTOR**

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the requested information sworn to under oath by him.

### **DISQUALIFICATION OF CONTRACTORS**

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his proposal:

- Evidence of collusion among Contractors.
- Lack of competency as availed by financial statements, experience, or equipment statements as submitted, or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship, as submitted.
- Default on a previous City Contract for failure to perform.
- Any contact with elected or appointed City Officials, other than the designated contact person, during the process will result in automatic disqualification.

### **BASIS OF THE PROPOSAL**

Proposals with respect to solid waste collection and disposal, and recyclable material collection and processing, are solicited on the basis of rates for each type of collection work and for each residential and commercial premise per month. Proposals will be compared on the basis of the summation of the rates proposed. Basic information will be part of the RFP's following attachments.

**QUANTITIES**

The current quantities for the number of residential, commercial, and industrial premises are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize his own, or other, estimates and to provide for growth or shrinkage factors.

**AWARD OF CONTRACT**

The City reserves the right to accept or reject any or all proposals and to waive any defects, technicalities, or irregularities in any proposal. In particular, erasure or interlineations of the Contract documents, and of the proposal, shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract to be awarded by **August 24, 2020**.

**NOTE:** Since the solicitation for this service is written as a Request for Proposal (RFP), the proposals received are not available for public inspection until after the Contract award. If the proposal contains trade secrets and/or confidential information, then the proposal is not open to public review even after the proposal award, provided that the proposer has notified the City, in writing, that the proposal contains trade secrets and confidential information and the Texas Attorney General does not rule that such information is subject to disclosure under the Public Information Act. All confidential information in the proposal must be clearly indicated.

Although intended to be functional in nature, the requirements outlined in this Request for Proposal represents the City's desired specifications and performance level. Contractors are invited to take exception to any of the specifications; however, these must be noted and supported with written documentation. When exceptions are taken, Contractors are encouraged to offer alternate solutions and fully explain in their proposals. The City reserves the right to accept or reject any exceptions to these specifications.

Although cost is a consideration, the City reserves the right to make this Award of Contract to the Contractor that can provide the service that is in the best interest of the City.

**COMPLIANCE WITH LAWS**

The Contractor, its officers, agents, employees, contractors, and subcontractors shall abide by, and comply with, all Federal, State, and Local Laws. It is agreed and understood that, if the City calls the attention of the Contractor to any violations of Federal, State, and Local Laws on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct each violation.

**DISCRIMINATION PROHIBITED**

The Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex (including gender identity, sexual orientation and, pregnancy), race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

### **EXCLUSIVITY OF CONTRACT RIGHTS**

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide residential and commercial municipal solid waste collection and removal within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to provide dumpsters and/or roll-off containers and the collection of dead animals and hazardous waste from residential, commercial, and industrial premises.

### **BILLING**

The Contractor shall quote a rate for service per household per month. The City shall bill the residential premises, and shall pay the Contractor based on the set rate received on a monthly basis. Contractor shall be entitled to payment for all services billed by the City.

The Contractor shall quote rates for commercial and industrial services in compliance with the rates set forth in the Contract. The City shall bill commercial and industrial customers directly, and shall pay the Contractor based on the set rate received on a monthly basis. Contractor shall be entitled to payment for all services billed by the City. Any temporary billing to a commercial account must be reported to Contractor and the **ten** percent (**10%**) franchise fee paid to the City on a monthly basis. Contractor must abide by policies set forth by City for commercial collection services. Contractor is responsible for billing of roll-off containers. City will must remit the **ten** percent (**10 %**) franchise fees on the gross base of receipts prior to issuing payments to contractor.

### **REMUNERATION**

Contractor may petition the City Council for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by Federal and/or State Law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. However, no price increase shall be allowed for the first two (2) years of this Contract. The third, fourth, and fifth years may have a price increase not to exceed eighty percent (80%) of the net increase change in the DFW CPI-U, All Items based upon the previous year's rate. This increase will be considered by action of City Council if service to our citizens is at an acceptable level and all other factors of the Contract are being satisfied. If an optional five (5) year extension is executed, the sixth-year fee shall be the same as year five and no more than eighty percent (80%) of the net increase change in the DFW CPI-U, All Items, based upon the previous year's rate.

If the index specified above is discontinued, the parties hereto shall agree by April 1 of the then current year to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used. If the specific "Dallas-Fort Worth" index is discontinued, but the "U.S. City Average" remains, the latter index shall be used. Otherwise, a substitute shall be agreed upon by the parties.

The contractor shall bill the City an amount based upon actual residential and commercial collections:

1. The City shall DEDUCT an amount equal to ten percent (10%) of the amount billed by contractor as a Street Improvement Fee each billing Cycle.

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

2. For roll off containers ordered directly from citizens to contractor, contractor shall track the orders and remit a 10% Street Improvement Fee quarterly.

The City shall be responsible for billing accounts and collecting payment from customers. The contractor shall be responsible for billing the City each month based upon the current year rates.

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the thirtieth (30) day following the end of the month for the preceding month's fees. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

### **LIQUIDATED DAMAGES**

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. 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.

### **Summary of Liquidated Damages**

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

1. Commencement of residential collection prior to 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$1,000 per route per occurrence
2. Missed collection: \$50 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.
3. Missed residential unit block: \$500 per incident for the Contractor failing to pick up Waste 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 the block during the day of the complaint.
4. Failure to correct a missed collection within 24 hours of notice of the complaint: \$100 per occurrence per day.
5. Failure to clean up spilled Garbage, Refuse, or Recyclables resulting from loading and/or transporting - each incident at the same premises: one hundred dollars (\$100.00).

## SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS

6. Failure to provide a collection to the same Customer two (2) or more times within a thirty-day (30-day) period: one hundred dollars (\$100.00) per occurrence over one (1) occurrence.
7. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: \$200 per report per calendar day delinquent.
8. Failure to submit an accurate accounting (i.e. invoices, and/ or complaint reports in the specified format): Non-payment until an accurate accounting is submitted.
9. Failure to meet minimum Recycling processing requirements: \$500 per calendar day.
10. Contractor commingling Recyclable Materials with MSW: \$ 1, 000 each incident.
11. Disposal of Recyclable Materials to a site other than proper recycling facility: \$ 2,000 each incident.
12. Failure to meet deadlines/ dates for or set by Transition Plan from and after the effective date of the Contract: \$ 1, 000.00 each calendar day. Dates may be modified by mutual agreement, without penalty.
13. Failure to be prepared to perform services on or after the commencement date: \$ 3, 000 per calendar day.

### **LICENSE AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and State.

### **BONDS**

**Performance Bond:** The proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the performance bond will be furnished by it to the person submitting the proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

**NOTE:** As security for this service, the Contract shall provide the City a Two Hundred Fifty Thousand Dollar (\$250,000) performance bond in a form approved by the City Attorney guaranteeing the faithful performance of this Agreement (hereafter "Performance Bond").

The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and approved by the City Attorney, and shall be for the term of this Agreement and any renewal term in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). The Performance Bond shall be furnished to the City by the Contractor within ten (10) days of the date of the execution of this Agreement or any renewal hereof. Without limiting any other indemnity provisions herein, said Performance Bond shall guarantee full, satisfactory and complete performance of this Agreement by the Contractor and indemnify the City against any loss, expense, cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond and any renewal thereof.

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



**TRANSFERABILITY OF AGREEMENT**

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the prior express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposal dated **July 20, 2020**. In the assignment, the assignee shall assume the liability and obligations of the Contractor.

**OWNERSHIP**

Title of Refuse and Dead Animals and Recyclable Materials, with the exception of special, hazardous, or non-conforming refuse, shall pass to the Contractor when placed in Contractor's collection vehicle, moved from a bin or container, or removed by Contractor from the customer's premise, whichever occurs last.

**BOOKS AND RECORDS**

The City and Contractor agree to maintain, at their respective places of business, adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during normal business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

**TERMINATION OF AGREEMENT**

If at any time Contractor shall fail to substantially perform the terms, covenants, or conditions herein set forth, City shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed thirty (30) days from the date of receipt of notice to remedy any failure to perform. Should City deem failures to be corrected, no hearing shall be held.

Should Contractor not remedy its performance, after a hearing described herein, City may terminate this Contract and the rights and privileges granted to the Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing, and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present, and shall be given the full opportunity to answer such claims that are set out against Contractor. If the City Council makes a finding that Contractor has failed to provide adequate refuse and/or collection services for the City, or has otherwise substantially failed to perform its duties as specified in the Contract, the City Council may terminate this Contract.

**NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage pre-paid via certified mail, return receipt requested, and addressed to the respective party of the address set forth below:

<b>SOLID WASTE COLLECTION/RECYCLING DETAIL SPECIFICATIONS</b>
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**If to the City:**

Office of the City Manager  
City of Kaufman  
209 S. Washington  
Kaufman, Texas 75142

**If to the Contractor:**

The Contractor name, company, company address, and other information provided in the Contract unless otherwise stated in the proposal.

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God, or other similar or different contingency beyond the reasonable control of the Contractor.

**SEVERABILITY**

In the event that any provision or portion of any Contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract document shall not affect the validity or enforceability of any other provision or portion of any Contract document.

**FINAL PROPOSAL AND RATES**

This Request for Proposals does represent the final Contract to be signed with the selected Contractor.

The base rates submitted on any or all attachments on or before **July 22, 2020**, shall be the final acceptance of rates from the Contractor. No rate adjustment will be accepted, verbal or in writing, after this date of acceptance.

## **SECTION VI: SPECIFICATIONS FOR SOLID WASTE/RECYCLING SERVICES**

### **TYPES OF COLLECTION**

Residential Collection: The Contractor shall provide curbside or backdoor (see definitions) collection service for residential solid waste (including acceptable brush) once per week. Polycarts provided by the contractor and yard waste bundles shall be placed at curbside by 7:00 A.M. on the designated collection day; however, garbage shall not be placed at curbside more than twenty-four (24) hours prior to the day of pickup. The City shall bill residential customers according to the approved rates.

Commercial Collection: The Contractor shall provide for the collection of commercial solid waste from commercial premises according to individual agreements. Commercial service charges will be determined by size of container requested and frequency of pickup. Tonnage or weight has no bearing in charges. Collection service shall be at least once per week to maintain the premises free of accumulation of waste. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment. The City shall be the sole authority in determining the acceptability of dumpster pads, locations, and screening, excluding roll-offs. The Contractor shall bill commercial customers according to the approved rates set by City.

### **Curbside Recycling Containers (Alternate Proposal)**

The Contractor will provide each residential premise a container for recyclable materials. Such container shall be a polycart recycling bin with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during weather are required.

Each household can have up to two (2) recycling bins and lids. The charge for collecting multiple bins shall be the same as for the collection from a single bin. Contractor shall provide, free of charge, 2,000 extra recycling bins per year, as requested by the City, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) to each resident to replace those from current provider, if required.

The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. An example includes extra newspapers bundled and/or bagged where volume is greater than bin size.

Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

The following materials shall be included in the recycling program:

- Office Paper
- Newsprint
- Magazines and Catalogs
- Aluminum Beverage Cans
- Steel Tin Cans

## SUBMISSION OF PRICING PROPOSALS

- Glass - Clear, Brown, and Green
- HDPE & PET Plastic Bottles #1, #2, #3, #4, #5, #7
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor may be required to identify the buyers of the recyclables upon request by the City. To the fullest extent possible, recycling materials should be protected against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

### Non-collection of Recyclable Materials

If Contractor's employees determine that the recyclable materials set out by the resident is unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the bin. A sticker shall be attached to the bin explaining the reason the materials were rejected. Contractor will not be required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collecting crews.

### Household Hazardous Waste

Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints, and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Proof of removal is required in accordance to State and Federal Regulations.

### Household Hazardous Waste (Alternate Proposal)

The City is asking for an alternate proposal that would include the curbside pickup of household hazardous waste.

## **COLLECTION OPERATION**

### Hours of Operation:

Residential Collection - Collection of solid waste shall begin no earlier than 7:00 AM. and shall generally not extend beyond 7:00 P.M. Collection outside of the hours set is strongly discouraged, unless Contractor notifies City at least forty-eight (48) hours in advance. An example would be late pick ups after a holiday (i.e.; Christmas). No collection shall be made on Sunday.

Commercial Collection - Commercial collection should follow the same hours of operation as residential with the exception of commercial areas not adjacent to residential areas.

Routes of Collection: Collection routes shall be established by the Contractor and approved by the City. The City will approve all routes.

Holidays: The following days are typical holidays for the purposes of this Contract:

- New Year's Day
- Memorial Day

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- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may observe any or all of the above listed holidays by suspension of collection service on the holiday. However, any deviation from a regular scheduled pick up day due to any holiday observed by Contractor must be marketed to all residents within City. Contractor will be responsible for notifying all customers by either direct mail or inserts in City water bills at the Contractor's expense. The City will make the decision as to which process will ensure all residents are properly notified. In the case of inserts in City water bills, Contractor will provide the City with approved printing materials to be inserted in City water bills at least six (6) weeks prior to interruption of service. In either case, the City will approve in writing all mass mailings. Contractor is still expected to meet his obligation as required.

Collection-Equipment: The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, polycarts, recyclable bins (if required), machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. NO TRUCKS ASSIGNED TO THIS CONTRACT SHALL BE OLDER than an age of four (4) years. Additionally, all vehicles must comply with Ordinance 0-22-09 of the City of Kaufman, Texas, Adopting A Clean Fleet Vehicle Policy (attached).

Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City nor while in route to the disposal site. In the event of spillage on City infrastructure, Contractor agrees to power-wash the street to attempt to remove spillage stain prior to the next scheduled regular pick up.

**NOTE:** Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand clean all spillage resulting from its collection activities. Damage caused by collection equipment such as spillage, broken curbs or sidewalks, and ruts off pavement shall promptly be repaired or replaced at the Contractor's expense. The City expects Contractor not to weave from curb to curb, drive in the middle of the road, or apply severe breaking during routes through residential streets to prevent damage to infrastructure and for safety reasons.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible from one hundred fifty feet (150'). No advertising, except the company logo, shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. In the event that one vehicle is used to serve the other purpose, a clearly visible sign should be affixed to the vehicle to inform residents that the refuse or recycling materials are going to the proper place. The Contractor shall furnish the City a list of all equipment to be used fulfilling the Contract and shall update that list as may be requested by the City. The City may inspect Contractor's vehicles at any time to ensure compliance of

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equipment with Contract, or require an equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. Contractor will train drivers to protect city streets and not make sudden breaking stops that will damage street surfaces.

Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial, institutional, and industrial customers. In the event any such lease agreement is entered into; the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.

Non-Routine Collection:

The Contractor will be required to provide mulching service for the City's annual Christmas Tree collection for recycling purposes at a City designated location.

The contractor will also have to supply at no cost thirty (30) thirty (30) yard containers for the Kaufman Cleanup in the Spring. In addition, the City would like to include, as an alternate price, household hazardous waste collection, paper document shredding, electronic and tire collection at this particular event to occur once a year.

The Contractor will supply at no charge four (4) thirty (30) yard containers twice a year for the Neighborhood Enhancement Action Team Program.

Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees; in which case, all scattered refuse shall be picked up immediately by the Contractor. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for cleanup activity. The Contractor shall, if necessary, hand clean all spillage resulting from its collection activities. The City, at its discretion, may inspect the Contractor's vehicles at any time to ensure compliance of the equipment with the Contract, or require equipment replacement schedules to be submitted to the City. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the designated contact of the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

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Protection from Scattering: Each vehicle shall be equipped with a cover, which may be net with mesh of not greater than one and one-half inches (1-1/2"), or tarpaulin, or a fully enclosed metal top, to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

### **SPECIAL PROVISIONS**

#### **Most Favored Nation Clause**

If, during the term of this Contract, the Contractor enters into a contract or renews or extends a contract for waste services with a city in Kaufman County which provides for commercial service, weekly residential curbside or backdoor take all solid waste pick up, and once per week curbside recycling, at rates which produce lower revenues, exclusive of all fees, than the rate provided herein, then the City shall be entitled to utilize the rate schedule agreed by the Contractor for such municipality in place of those provided herein.

#### **Regular Service for City Owned or Operated Facilities**

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste accumulated by the City at City owned, operated, or other City designated sites (Refer to Exhibit A). Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for special events and ongoing or special projects. In the event that the City's containers are full and are in need of a special disposal, the Contractor shall accommodate the City when possible.

#### **Christmas Tree Recycling/Mulching Program**

The Contractor shall provide annual Christmas tree mulching by the second weekend in January. The City will market and advertise that residents can dispose of Christmas trees at a designated site(s) up to the second weekend in January. At this time, the site will be shut down and the Contractor will mulch all trees. The Contractor will provide the mulching equipment, and mulched trees will be available to regular solid waste customers at no charge, or may be used by the City.

#### **Storm Debris Management Program**

In the event of a major storm, as determined by the Office of the City Manager, the Contractor shall provide, at City's request, the ability to assist residents in the disposal of debris in a reasonable time frame. This partnership between the Contractor and the City will allow residents to rid their property of fallen trees, etc.

## **SECTION VII: TRANSITION PLAN**

Based on the content of proposals, the negotiated terms of the Contract and revisions to City ordinances, the Contract will require a period of transition. Certain details, procedures and information will need to be exchanged for successful implementation of the Contract.

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider, and current service levels, to the successful Proposer and selected 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.
- 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 ninety (90) days prior to initiation of service.

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract.

This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Container delivery plans and schedule, including number of Containers to be delivered per week, start and completion dates;
2. Procedures for notification of Recycling Options;
3. Procedures for transmitting information to and from the City to the Contractor;
4. Standards for the electronic transfer of information;
5. Vehicle Inventory;
6. Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.



## **SECTION VIII: COMMUNICATION AND MEETINGS**

### **CONTRACTOR'S OFFICE**

The 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.

### **CUSTOMER SERVICE AND COMPLAINT RESOLUTION**

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

At the end of each business day, the Contractor shall email to the City a recap of the day's complaints from Residential Customers. The email shall contain the address of the Residence about which the complaint is made, the time of the call from the resident, 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.

Commercial or Industrial complaints shall be noted separately from Residential complaints and contain the name of the Customer, the time of the call, and indicate 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 after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

If the missed pickup is a result of Customer related acts or omissions, the 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.

### **CUSTOMER GRIEVANCES**

The Contractor will designate a representative to adjudicate Customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved Customer on the next business day of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

### **MEETINGS**

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the Contractor's representative will be required to meet with City representatives on a regular basis as follows:

## **SUBMISSION OF PRICING PROPOSALS**

1. The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the 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 problems with service, and to discuss promotion, public information and public relations.
2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing 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 90 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 the Contractor's business that could be newsworthy. Likewise, the Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. The 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 the Contractor provides to the City; any news coverage or sudden event that are reasonably anticipated to result in citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee that occurs within Dallas or Ellis Counties; 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 the 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.

## **SECTION IX: REPORTING**

The 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.

Such reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected.

Monthly reports must also clearly indicate changes to service levels and category (recycling/MSW); container size; container type and frequency of service. 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. Monthly tonnages (volume) by category of service
2. Residential Garbage, Recycling & Composting (if applicable)
3. Commercial Garbage
4. Roll-Off Garbage
5. Residential Brush & Bulk
6. Disaster Debris by Event when applicable
7. Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract
8. Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract
9. Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint and resolution.
10. As requested by the City, Contractor shall make available GPS tracking reports for residential collection.
11. Changes in Contractor's compliance history.

### **ANNUAL REPORTS**

A complete and accurate Annual Report, summarizing the past twelve month's total activity reflected in the Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before October 1<sup>st</sup> of each year.

**SECTION X: PROPOSAL 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 – 5 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, compostables, household hazardous waste, and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in the DFW Metroplex in the last five years. If no new awards in the past five years, include 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
  - C. Date the contract expires
  - D. Annual dollar value of the contract
4. With respect to any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you prior to 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 with regard to any contract for services with a Texas governmental entity? If so, name the parties, case number, the court in which such suit(s) is/are filed, and nature and present status of any proceeding described above.
6. Has your organization been defendant in any lawsuit or request for arbitration or mediation filed by a Municipality with regard to 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 any and 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 narrative format the proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance.
2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.

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**PROPOSAL TAB 3 – FACILITIES**

Identification and location of the processing and disposal sites

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

<b>Disposal Facility:</b>	<b>Location:</b>	<b>Distance from City</b>
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<b>Recycling Facility:</b>	<b>Location:</b>	<b>Distance from City</b>
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<b>Brush/Bulky Facility</b>	<b>Location:</b>	<b>Distance from City</b>
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**PROPOSAL FORM 3B - CERTIFICATION OF DISPOSAL 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 disposal facility.**

I acknowledge that \_\_\_\_\_ (Name of Firm/Facility) shall be responsible for disposing Municipal Waste collected by \_\_\_\_\_ the Contractor under the City of Kaufman Contract.

I understand and agree that the City of Kaufman shares no risk, expense for the disposal of the materials delivered by the 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 Kaufman Contract.

I agree that the City of Kaufman 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 \_\_\_\_\_

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:



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**PROPOSAL FORM 3-B - 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 Garbage 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
- ☐ Limited Liability Company
- ☐ Other \_\_\_\_\_

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

**PROPOSAL TAB 4 - EXPERIENCE OF PERSONNEL**

1. Provide a list of personnel in key positions (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.

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:
  - Fax:
  - Email:
4. How does Contractor deal with replacing key personnel who leave?
5. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of work days and hours for each category anticipated for successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
6. 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.
7. 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?
8. Describe in detail the Contractor's employee/driver training program.
9. What steps will the Contractor take to inform City staff 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 Red Oak 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 recycling collection, processing, 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' 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.

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### **PROPOSAL TAB 5 – EQUIPMENT**

No Vehicle used in servicing this Contract shall be more than four (4) years old as of February 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.

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 the 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 the 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).

#### **Garbage**

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now on Site	Anticipated Delivery Date

#### **Recycle**

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now on Site	Anticipated Delivery Date

#### **Yard Waste/Compost**

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now on Site	Anticipated Delivery Date

#### **Bulk Collection (Grapple and/or Rear Load)**

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now on Site	Anticipated Delivery Date

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**PROPOSAL TAB 5 – EQUIPMENT (CONTINUED)**

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule 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**

In the Contract, all collection activity can be performed from Monday through Friday; no specific day will be set aside for the collection of composting material (if the City elects to continue this service).

1. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of garbage and recyclables and (if City opts to continue the program) the collection of compost material.
2. Describe the Contractor's proposed method of collection for Brush and Bulky Items (Option 1a) or the collection of Bulky Items (Option 2a) demonstrating the benefits of their approach. (Disaster events will be covered in a separate section).
3. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the 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 the 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 the 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. If the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc. operating within the State of Texas must be made available upon request of the City. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

**PROPOSAL TAB 7 –DISASTER MANAGEMENT PLAN**

In the event that the City's Mayor formally declares a state of emergency due to a major wind, flood, ice storm, fire, hurricane, tornado or other disaster that results in excessive and abnormal quantities of solid waste and debris, at the City's request, the Contractor shall provide additional vehicles, Roll-Off Containers and personnel during post-storm clean-up period as declared by the City. Any charge for delivery, removal, and dumping of containers and other equipment will be billed to the City in accordance with the fees set forth in the Contractor's proposal.

Immediately upon the City declaring a state of emergency, Contractor shall be required by the Contract to make available for use by and shall deliver to the City up to five (5) Roll-Off Containers, each of which must have a capacity of at least thirty (30) cubic yards. The City Manager or his designee shall direct the times and locations for the placement of the Roll-Off Containers and other equipment.

Timely removal of this material is crucial and expected of the Contractor.

Describe in detail how the Contractor will respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Rates to be charged to the City when a Disaster is declared by the Mayor of the City will be reflected in Tab 8 – Rates and Services.

PROPOSAL TAB 8- RATES AND SERVICES

BASIC SERVICE REQUIREMENTS (once per week service)

Prices below should be **monthly base prices** without consideration of the City's ten percent (10%) franchise fee or the ten percent (10%) Street Maintenance Fee:

- A. Residential Service Specifications
  - a. To provide once a week curbside take all trash collection from automated polycart containers, and pick up acceptable brush and bulky items.

Monthly Total

BASIC SERVICE REQUIREMENTS (once a week service)

- b. To provide once per week curbside recycling collection of items specified in the proposal. (ALTERNATE PROPOSAL)

Monthly Total

- c. To provide twice a month collection of
  - a. Brush (No more than 5CY per residence per stop). No piece to exceed eight feet (8') in length, eight inches (8") in diameter or seventy-five pounds (75 lbs) in weight.
  - b. Bulky- (with additional collection provided upon request from resident on a user-fee basis to be billed directly by the Contractor)

Monthly Total

- d. For residential equipment only:  
List type/age of all residential equipment that will service 2,144 customers on the once per week solid waste collection option. (Use additional pages for detail if necessary.)



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**KAUFMAN TRASH DISPOSAL & RECYCLING CENTER (Alton Street and East 1st North Street)**

***(Excluding Disposal Costs)***

- 40 Cubic Yard Roll Off \$ \_\_\_\_\_/haul  
(City of Kaufman had 96 hauls in Calendar Year 2019)
- 40 Cubic Yards Compactor Containers \$ \_\_\_\_\_/haul  
(City of Kaufman had 21 hauls in Calendar Year 2019)  
  
(City requires two (2) Compactor Containers for alternation)

***(Including Disposal Costs)***

- 40 Cubic Yard Roll Off \$ \_\_\_\_\_/haul  
(City of Kaufman had 96 hauls in Calendar Year 2019)
- 40 Cubic Yards Compactor Containers \$ \_\_\_\_\_/haul  
(City of Kaufman had 21 hauls in Calendar Year 2019)  
  
(City requires two (2) Compactor Containers for alternation)

**Note: Dumpsters for compactor shall adequately connect and seal to the existing compactor unit at the Kaufman Trash Disposal & Recycling Center.**

**B. Commercial Service Specifications**

- a. To provide commercial hand-load service (sixty-nine [69] in City) once per week.

**Monthly Total**

--

- b. To provide commercial front-load service by size and number of pick ups per week as stated below, at a cost stated per month (base price):

**Monthly Total**

--

**NOTE:** Base price will include both the operations component and the fuel component. Future adjustments will be proportional to the adjustments made in Residential prices.

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**FRONT-LOAD CONTAINER RATES:**

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

**NUMBER OF FRONT-LOAD CONTAINERS IN KAUFMAN AS OF MAY, 2020:\***

Size/Pick up	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Total
2 Cu Yd	17	1	0	0	0	0	18
3 Cu Yd	12	2	0	0	0	0	14
4 Cu Yd	28	6	0	0	0	0	34
6 Cu Yd	23	10	0	0	0	0	33
8 Cu Yd	28	60	0	0	0	0	88
<b>Total</b>	<b>108</b>	<b>79</b>					

\*numbers are approximate and will be verified prior to contract

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- c. To provide commercial roll-off service by size and number of pickups for temporary roll-offs as stated below, at a cost stated per month (base price):

### MAXIMUM COMMERCIAL ROLL-OFF RATES

Size	Type	Delivery	Rental Per Day	Haul Per Load	Disposal Per Load	Total Per Load	Deposit Per Cont
20Yd	OPEN						
25Yd	OPEN						
30Yd	OPEN						
35Yd	OPEN						
40Yd	OPEN						
28Yd	COMP						
30Yd	COMP						
35Yd	COMP						
40Yd	COMP						
42Yd	COMP						

### NUMBER OF COMMERCIAL ROLL-OFFS IN CITY

Size	Type	Number
20Yd	OPEN	1
25 Yd	OPEN	0
30Yd	OPEN	7
35Yd	OPEN	0
40Yd	OPEN	3
28 Yd	COMP	0
30Yd	COMP	0
35Yd	COMP	1
40Yd	COMP	0
42Yd	COMP	1
* as of May, 2020		

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d. TO PROVIDE CASTERS AND LOCKS

\$ \_\_\_\_\_ cost per caster, per month.

\$ \_\_\_\_\_ cost per lock, per month.

e. SPECIAL HAUL FEE

Please fill in matrix below for prices on cubic yards of unacceptable waste (Refer to Section IV: Definitions). Assume weekly average will be ten (10) calls/pickups per week.

Cubic Yards	Base Cost
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$

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**APPENDIX A- CITY FACILITIES AT NO CHARGE**

**ESTIMATE OF SERVICES TO BE PROVIDED TO THE CITY IN BASE BID**

DUMPSTERS - Number of pickups may vary seasonally. Locations are subject to change.

<b>FACILITY NAME</b>	<b>LOCATION</b>	<b>SIZE OF DUMPSTER</b>
City Hall	209 S. Washington	8 CY
Fire Station	301 S. Madison	6 CY
Street Service Center	300 Third Street	8 CY
Wastewater Treatment Plant	600 WWT Road	8 CY
Kaufman Sports Complex	595 Hwy. 34 North	8 CY
Kaufman Civic Center	607 E. Fair St	8 CY

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**COST PER CONTAINER (Upon City Request)**

Size	Number Available	Cost Per Container
2 Cu Yd		
4 Cu Yd		
6 Cu Yd		
8 Cu Yd		
20 Yd OPEN		
25 Yd OPEN		
30 Yd OPEN		
35 Yd OPEN		
40 Yd OPEN		

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**APPENDIX B****NUMBER OF RESIDENTIAL AND COMMERCIAL UNITS IN SERVICE AS OF MAY, 2020**

Type of Service	Approximate number of units	Comments
Total Residential*	2,144	
Hand Loaded Commercial	69	
Commercial Accounts (Front-load and Roll-off)	200	
<b>TOTAL</b>	<b>2,383</b>	

**ARE YOU WILLING?**

Check each answer. All of the following Special Provisions should be included in Contractor's base rate; refer to the RFP for amount and description of services.

- MOST FAVORED NATION CLAUSE  
[ ] Yes [ ] No
- PROMOTIONAL ACTIVITIES  
[ ] Yes [ ] No
- REGULAR SERVICE FOR CITY-OWNED OR OPERATED FACILITIES  
[ ] Yes [ ] No
- CHRISTMAS TREE RECYCLING/MULCHING PROGRAM  
[ ] Yes [ ] No
- COMMUNITY RELATIONS  
[ ] Yes [ ] No

**OPTIONAL SERVICE(S)****STORM DEBRIS MANAGEMENT PROGRAM**

In the event of a major storm, as determined by the Office of the City Manager, Contractor will provide, at City's request, the ability to assist residents in the disposal of debris. This partnership will allow residents to rid their property of fallen trees, etc., without having to

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schedule a special estimate by Contractor. This program will also benefit the Contractor by giving the residents a place to dispose of the tree items besides at curbside. The City is requesting an hourly rate for the service to be handled. Since companies have different means available to assist for this program, please specify what services you would be willing to provide (i.e.; chipping service, containers, claw truck, etc.), and at what price per hour Contractor would charge.

Type of Service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_ cost per hour.

**(List all services that Contractor could provide and indicate an according hourly rate - use another sheet to label specific services if needed.)**



**APPENDIX C**

**INSURANCE**

**SECTION A.** Prior to the approval of this Contract by the City, the successful Proposer/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

**INSURANCE COVERAGE REQUIRED**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	<b>TYPE</b>	<b>AMOUNT</b>
<b>1.</b>	<b>Workers' Compensation and Employer's Liability</b>	Statutory \$100,000/500,000/100,000

	<b>TYPE</b>	<b>AMOUNT</b>
<b>2.</b>	<b>Commercial General (Public) Liability</b> insurance including coverage for the following: a. Premises Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Advertising Injury f. Contractual Liability g. Medical Payments	Combined single limit for bodily injury and property damage in the amount of \$2,000,000 per occurrence or its equivalent.

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	TYPE	AMOUNT
3.	<b>Comprehensive Automobile</b> insurance, including coverage for loading and unloading hazards, for: a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined single limit for bodily injury and property damage in the amount of \$5,000,000 per accident or its equivalent.

#### **ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

#### **REQUIRED PROVISIONS**

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Kaufman and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for thirty (30) days notice to the City of Kaufman for cancellation, nonrenewal, or material change; and ten (10) days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Kaufman, and its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or proposal number for which the insurance applies;
- E. Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one (1) year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period; and

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G. Provide for notice to the City of Kaufman at the address shown below by registered mail.

**NOTICES**

The Contractor shall notify the City in the event of any change in coverage and shall give such notices in writing not less than thirty (30) days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following address:

Office of the City Manager City of Manager  
209 S. Washington  
Kaufman, TX 75142

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

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## APPENDIX D

