The City of Manor, hereinafter, “City”, is now accepting sealed proposals for the following project: Residential Solid Waste Collection and Disposal and Recycle Services.

Proposal Due Date & Time:
Sealed proposals must be received by Friday, August 23, 2019 at 2:00 p.m. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

Submission Envelope:
Mark the front of the envelope – RFP #2019-33 SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLE SERVICES

Submission Location:
Submit two (2) originals properly labeled and clearly marked with the RFP number and description by personal delivery or USPS Mail to:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, TX 78653

No submissions will be accepted by fax or email.

Point of Contact:
All inquiries regarding this RFP must be made in writing to Lluvia Almaraz, City Secretary, at lalmaraz@cityofmanor.org. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Deadline for Inquiries:
The deadline for submission of questions is Wednesday, August 21, 2019 at 4:00 p.m.

Reservations:
The City of Manor reserves the right to reject any and all proposals, to waive irregularities in the submittal and evaluation process, and to accept the proposal deemed what in its judgement is the most advantageous to the City.

Proposal Opening
Sealed proposals will be opened publicly at the City of Manor City Hall on August 23, 2019, 2:30 p.m.
1. **INTRODUCTION**

The City is requesting proposals from interested and qualified contractors (“Applicant”) to provide the City with services for residential and commercial solid waste and recycle materials collection, transport, and disposal of municipal solid waste (including bulk waste) from within the city limits and the adjacent subdivision of Shadowglen to a disposal and processing site identified by the Applicant (the “Project”). The City is looking to provide its property owners and residents an effective system that controls costs and allows for clean removal of solid waste and recycle materials.

This is a proposal package for residential and commercial solid waste and recycle materials collection and disposal services for the City as publicly advertised in the Manor Journal newspaper. All information required for preparing this Proposal is in this proposal package. It is the intent of the City to select a single Applicant to accomplish all services outlined in this RFP.

Applicants are invited to submit Proposals in accordance with the requirements of this competitive sealed Request for Proposal (“RFP” or “Proposal”). Please read the entire package before submitting your Proposal.

The Applicant must return this document with all additional information required for proper analysis of the Applicant’s response.

1.1 **Clarification and Interpretation of RFP**

The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the Proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of the response will be considered included in the basic offer.

1.2 **Purpose**

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

2. **BACKGROUND INFORMATION**

2.1 **General**

The City of Manor is a home-rule municipality with a population of approximately 11,560. The city is governed by a Council/Manager form of government. The City Council is an elected body consisting of the Mayor and six (6) Council Members. The City Manager, Thomas Bolt, is
responsible for all functions of city government. The organization is divided into functional
departments and divisions reporting to the City Manager.

2.2   Location
The city encompasses approximately 7.35 square miles and is in the Austin-Round Rock
metropolitan area. The city is in Travis County and is located approximately 12 miles east of
Austin and within 15 miles of Austin-Bergstrom International Airport.

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

3.   SCOPE OF WORK

3.1   General
The City seeks Proposals for residential and commercial solid waste and recycle materials
collection, transport and disposal of municipal solid waste from within the city limits and the
adjacent subdivision of Shadowglen. The Proposal shall include the cost of collection, transport
and disposal of solid waste (including bulk waste), recycle materials and all such residues or by-
products of such disposal processing and treatment to properly licensed waste disposal sites
and recycling facilities.

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

3.2.1   Specifically, Applicant must demonstrate the ability to meet the following
requirements:
   (a) Provide an efficient and economical service of curbside collection of solid waste
and recyclable materials for all residential and commercial customers within the
city limits; and the adjacent subdivision of Shadowglen.
   (b) Provide “take all” curbside collection service for the collection of residential solid
waste one (1) time per week, yard trimming waste one (1) time per week, and
recyclable materials two (2) times per month on the same day as provided for
the collection of residential solid waste, to each registered residential unit;
provided, that such residential solid waste and recyclable materials are placed in separate poly carts, and such poly carts are placed at curbside by 7:00 a.m. on the designated collection day. Further, Applicant 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 Applicant. (c) At onset of contract, Applicant will be responsible for delivering new poly carts for solid waste and recycling to each resident to replace those from current provider, if required. Proposal shall include the cost, if any, of additional poly carts for solid waste and/or recycling. (d) Collect and transport solid waste from all residential customers within the City and the adjacent subdivision of Shadowglen to the Applicant’s designated disposal site, which must be a properly licensed waste disposal facility. (e) Be responsible for transporting the recyclable materials to an approved processing site, collecting bundled cardboard set out for collection outside the normal recycling bin when necessary (recyclable materials collected for the purpose of recycling may not be deposited in any landfill). Specifications regarding types of recyclables are defined in Section 3.5 below. (f) Costs for these services shall be included in the rates and fees form submitted as part of the RFP.

3.2.2 Specifically, Applicant responsibilities include:
(a) Leaving poly carts on the side of the street in an upright position.
(b) Ensuring no loose trash is left in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the Applicant will pick up the litter).
(c) Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each scheduled day.
(d) Inform the City Manager or his designee of any event (including, but not limited to: equipment failure, manpower shortage, or weather) which may delay the collection of solid waste by more than two (2) hours on any scheduled day.
(e) Be responsive to customer complaints and concerns.
(f) Treat customers with respect and with top priority.
(g) If Applicant misses a pick-up, the Applicant will return to collect the waste or recyclables within a twenty-four (24) hour period.
(h) Provide and require professional uniforms and appearance for all personnel that drive the truck and collect the solid waste and recyclables.
(i) Maintain positive communications with the City and customers.

3.3 Municipal, Commercial, Industrial, Institutional and Multi-Family Accounts

3.3.1 Municipal Service.
(a) The Applicant shall provide, at no charge to the City, the collection, transportation, and disposal of solid waste and recyclable materials accumulated by the City at the following City owned, operated, or other City designated sites:
the municipal building, police department, department of public works, and the City yard. The Applicant will supply poly carts for solid waste and recycle materials for recyclable collection at these sites. The Applicant will collect solid waste from the municipal sites at least one (1) time per week and recyclable materials at least one (1) time every two (2) weeks. The Applicant 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 as follows: National Night Out, Christmas in the Park, Manor Palooza, Easter Dash and Manor Heritage Festival. In the event that the City’s containers are full and are in need of a special disposal, the Applicant shall accommodate the City as soon as possible.

(b) The Applicant shall provide, at no charge to the City, heavy (bulk) waste collection (defined as refuse that cannot be placed into the poly cart used for residential solid waste or weight exceeds 50 pounds) one (1) time per month from a roll-off container at a City designated site.

3.3.2 Commercial, Industrial, Institutional and Multi-Family Collections.
(a) The Applicant will collect solid waste from commercial, industrial, institutional and multi-family sites at least one (1) time per week and recyclable materials at least one (1) time every two (2) weeks.
(b) The Applicant shall only be responsible for collecting, hauling and disposing of solid waste and recyclable materials placed inside the containers provided by the Applicant. However, the Applicant shall be obligated to offer and provide sufficient service to commercial, industrial, institutional, and multi-family sites, and to increase or decrease, as necessary, the frequency of collection and the size or number of containers so that commercial, industrial, institutional, or multi-family sites’ solid waste and recyclable materials will be regularly contained. The Applicant shall be compensated for these additional services as provided for in the rates and fees form submitted as part of the RFP.
(c) The Applicant shall pay the City a franchise fee to be determined of all commercial, industrial, institutional, and multi-family account charges not including recycling.

3.4 Storm Debris Management
In the event of a major storm (flood, hurricane, tornado or other similar disaster), City may request the Applicant assist customers within the City and the subdivision of Shadowglen with the collection and disposal of debris, allowing customers to rid their property of fallen trees, etc. without customers having to schedule a special estimate by Applicant. Applicant will provide this service to City customers at a per hour rate plus disposal as provided for in the RFP submitted.

3.5 Minimum Program Recyclable Materials
The Applicant shall, at a minimum, collect the following recyclable materials:

3.5.1 Recyclable Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper
including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

3.5.2 Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.

3.5.3 Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.

3.5.4 Recyclable Aluminum and Steel: Any food and beverage containers, cans, bi-metal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.

3.6 Collection Operation

3.6.1 Hours of Operation: Applicant shall collect solid waste and recyclable materials only between the hours of 7:00 a.m. and 7:00 p.m.

3.6.2 Hours of Disposal: Applicant shall dispose of waste within the operating hour of the disposal site.

3.6.3 Routes of Collection: Collection routes shall be proposed by Applicant for approval by the City. The City shall be provided route collection maps and container locations.

3.6.4 Holidays: The following shall be approved holidays for purposes of this Contract:

   New Year’s Day
   Thanksgiving Day
   Christmas Day

Applicant shall be responsible for providing make-up collection service for all routes with collection dates that occur on the specified holidays. Holiday make-up collections shall be made the day following the holiday.

3.6.5 Personnel: The successful Applicant shall provide all personnel required to perform the scope of services. For the term of the agreement, the successful Applicant shall maintain the following:
   (a) A representative authorized to make decisions and act on Applicant’s behalf, accessible to the City twenty-four (24) hours a day via email or a non-toll call from the City;
(b) Operations manager qualified to oversee the operations;
(c) Personnel who normally or regularly come into direct contact with the public must have, at a minimum, a company issued identification badge which they must have on display and on their person at all times while on the job. All other forms of individual identification, such as a uniform with name badges, name tags, or identification cards are encouraged but not mandatory;
(d) Personnel operating collection vehicles shall have a valid commercial driver’s license appropriate to the vehicle being operated; and
(e) All personnel must be properly trained in providing courteous and helpful service to customers. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward customers be barred from working in the City under this service contract.

3.6.6 Collection Equipment: The successful Applicant, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport waste from accounts serviced by Applicant in accordance with the agreement.

Due to street size variations in the City, the successful Applicant will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Applicant shall, if necessary, hand-clean all spillage resulting from its collection activities.

3.7 Customer Service

3.7.1 Customer Service Office: In order to provide a high quality of customer service, the successful Applicant shall, at its own expense, provide and staff an office facility to receive customer calls and provide face to face service.

(a) The successful Applicant shall maintain, at its own expense, a dedicated, local telephone line to receive City customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday and until 2:00 PM on Saturdays.

(b) The successful Applicant shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from City customers.

3.7.2 Customer Issues

(a) City shall manage new residential service requests.

(b) The successful Applicant shall manage new commercial service requests.

(c) Current Customer Service Requests:
   (i) The successful Applicant shall manage current customer service requests, including changes in collection service.
   (ii) The successful Applicant shall notify City staff in writing within one (1) business day of current customer requests requiring changes in billing by City staff. For all other customer service requests, successful Applicant shall provide monthly reports to City staff.

(d) Customer Complaints:
(i) The successful Applicant shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.

(ii) All customer complaints about services shall be made and routed directly to the successful Applicant and shall be given prompt and courteous attention. The successful Applicant shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.

(iii) In the case of alleged missed collections, the successful Applicant shall make every effort to collect the material on the same day; but it must be collected within twenty-four (24) hours after the complaint is received. Unless otherwise specified in the agreement, should the successful Applicant for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the successful Applicant the City’s cost as well as bill or deduct the successful Applicant’s pro-rata unit charge or rate for providing the service.

(iv) Any complaint from a customer that is not resolved to customer’s satisfaction may be managed by the City. City staff shall contact the successful Applicant to review the complaint. The successful Applicant shall have five (5) business days from the date City staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in any agreement resulting from this RFP. If the successful Applicant cannot demonstrate that it met the performance standards outlined in the agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on the successful Applicant. The successful Applicant may appeal a penalty assessment to the City Manager in writing within five (5) business days of the date of the decision of the City staff. The City Manager’s decision shall be final.

3.7.3 Missed Service Penalties: The successful Applicant shall adhere to the following penalty provisions for the duration of the agreement and all subsequent renewals:

<table>
<thead>
<tr>
<th>Penalty Schedule</th>
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</thead>
<tbody>
<tr>
<td>Omission/Incident</td>
</tr>
<tr>
<td>Commencement of collection prior to 7:00 a.m. except as expressly permitted herein</td>
</tr>
<tr>
<td>Failure to clean-up and collect successful Applicant caused spillage</td>
</tr>
<tr>
<td>Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or recycling are not collected</td>
</tr>
<tr>
<td>Days incomplete. Days are not completed if more than four blocks are not collected on the</td>
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scheduled day $2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers to new participating locations within (5) business days of the receipt of the new sign-up request $250 per Container per incident
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within (5) business days of notification $50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor’s receipt of 2nd notice regarding no collection $100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines $500 each
Failure to place carts back at customer original set out location $500 for over 50 incidents per month

3.8 **Billing**
City shall bill and collect for services, in accordance with the monthly fee schedule established by the City for all residential units within the contracted service area. City will be responsible for billing and collection of delinquent accounts.

3.9 **Recordkeeping**
The successful Applicant shall make available to the City any and all documents and books necessary and related to the services provided under the agreement upon reasonable notice, at any time during business hours for purpose of audit and verification of the fees to be paid hereunder.

4. **CONTRACT TERMS AND CONDITIONS**

4.1 **Term of Contract**

4.1.1 The term of service shall be three (3) years beginning on a date agreed to by the City and Applicant, with up to two (2) additional renewal terms of two (2) years each. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

4.1.2 The successful Applicant may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before six (6) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Applicant does not provide such written notice to the City on or before six (6) months preceding the scheduled date of
expiration of the initial term or the then current optional renewal term of the contract prohibiting the City from exercising the optional renewal term, the City may upon written notice to the successful Applicant not less than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City’s right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

4.2 **Indemnification**

It is understood that any resulting contract executed will contain the following language:

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

4.3 **Release**

It is understood that any resulting contract executed will contain the following language:

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

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

5. **INSTRUCTIONS TO APPLICANTS**

5.1 **General**

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

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

5.2  **Project Timeline**
The selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

- **Request for Proposals Issued:** July 26, 2019
- **Deadline for Submitting Questions:** Wednesday, August 21, 2019 by 4:00 pm
- **Proposal Submission Deadline:** Friday, August 23, 2019 by 2:00 pm

5.3  **Statement of Compliance**
By submission of a response to this RFP, Applicant acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4  **Cover Letter**
5.4.1 Each proposal shall contain a statement that the proposal is a firm offer for a minimum of one hundred and eighty (180) calendar days from the opening date.

5.4.2 Cover Letter shall provide a summary of how Applicant proposes to perform the scope of work, and unique problems perceived by Applicant and their solutions.

5.5  **TAB A – Qualifications and Experience**
5.5.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

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

5.5.3 Applicants must submit the following information regarding each community:
   (a) Agency Contact information including contact name, telephone and email;
   (b) Description of services;
   (c) Estimated number of Customers serviced;
   (d) Quantity of material collected and disposed;
   (e) Quantity of material collected and recycled; and
   (f) Dates of service.
5.5.4 Applicant shall disclose any contract in the past five (5) years that ended prior to the contract expiration date due to any of the following reasons:
   (a) Assignment of the agreement to another vendor;
   (b) Termination of the agreement;
   (c) Mutual agreement with the Customer to discontinue service; and/or
   (d) Other reason.

5.5.5 Applicants must disclose any litigation that occurred as a direct result of service agreements for similar services for which Applicant is submitting a proposal.

5.5.6 Organizational chart for key personnel;

5.5.7 Key personnel résumés: At a minimum, key personnel shall include general manager, operations manager, maintenance manager and other personnel that will have regular contact with the City, City personnel and City customers.

5.5.8 Job descriptions indicating the qualifications and experience of key personnel;

5.5.9 Applicant must submit sufficient information to demonstrate financial capacity to handle a contract for the services described within this RFP. Examples of documentation that may fulfill this requirement include, but are not limited to, audited financial statements for the last three (3) years.

5.5.10 Applicant must also disclose whether they have ever filed for bankruptcy.

5.6 **TAB B – Project Methodology**

5.6.1 Applicant must provide a detailed plan of the overall approach to providing solid waste, yard trimming waste and recycle material service and collection and describe why this is the best approach for the City. The method of approach should include a copy of maps indicating the routes to be used in the collection of waste from all residential customers, the Applicant’s safety plan and quality service assurance program which must be implemented by the Applicant in providing timely and complete services to customers. The City reserves the right to reject and request modification of routes and updates on routes of Applicant if the need arises.

5.6.2 **Description of Collection Vehicles**: Applicant shall describe collection vehicles proposed for solid waste, recycling, bulk waste, and yard trimming waste services (Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares (pictures of vehicles are strongly encouraged)).

5.6.3 **Description of Carts**: Applicant shall describe poly carts that will be used to collect solid waste and recyclables.

5.6.4 Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times.
5.6.5 Descriptions of how leakage or debris from vehicles will be minimized and/or handled.

5.6.6 Discussion of how the Applicant will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste or recyclables.

5.7 **TAB C – Service Yard and Facilities**

5.7.1 Applicant must identify the location of the service yard they propose to use. The service yard is not required to be located in the City.

5.7.2 Applicant shall describe the disposal facility and/or recycling facility to be used to provide service to the City. For each facility, Applicant shall provide the following:
   (a) Name of facility;
   (b) Owner(s) of facility;
   (c) Operator of facility;
   (d) Location of facility;
   (e) Level of equipment maintained at the facility;
   (f) Proof that such facility is able and willing to accept material collected from the City;
   (g) Total remaining capacity of facility for the term of the agreement;
   (h) Annual tonnage disposed/processed at facility; and
   (i) Required local, state or national permits for the facility.

5.7.3 Proof that a facility is able and willing to accept material collected from the City; must indicate that the facility has the capacity to accept the materials from the City for the term of any contract resulting from this RFP.

5.8 **TAB D – Transition Plan**

5.8.1 Applicant shall describe its proposed strategies to ensure a smooth transition from the current level of service to the proposed level of service. In the transition plan, Applicant must describe the following:
   (a) Individual or group of individuals that will oversee the transition;
   (b) Proposed approach, including equipment, personnel, and schedule, for delivering containers to customers. Applicants shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers. Applicants will describe the procedure for collection in the event that customers set out materials in both the existing containers and the new containers, (if applicable) for collection during the transition period;
   (c) Overall schedule for the transition including the timeline in which the proposed schedule will be implemented;
   (d) Proposed strategies for customer service and public education regarding the potential transition of service providers.

5.9 **TAB E – Customer Service and Public Education**
5.9.1 Applicants shall provide the following customer service and public education information within their proposals:
(a) Location of customer service office;
(b) Hours of operation;
(c) Description of customer complaint resolution procedures; and
(d) Description of how the Applicant plans to meet or exceed the customer complaint resolution procedures.
(e) Description of overall public education program to be provided by Applicant to customers;
(f) Strategies to ensure proper setout of materials for collection;
(g) Description of Applicant’s personnel that have expertise in public education who will be available to provide technical support for public education efforts;
(h) Sample public education materials that have been developed by the Applicant for use in other municipalities for similar programs or service transition.

5.10 TAB F – Rates and Fees
5.10.1 Using the rates and fees form, the proposals shall provide a breakdown of all rates, fees and potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.). This is including, but not limited to, additional pick up days per week.

5.10.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

5.11 TAB G – Conflict of Interest
5.11.1 The Texas legislature added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Manor, including affiliations and business and financial relationships such persons may have with City of Manor City officers. The form can be found at the Texas Ethics Commission website at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

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

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

5.11.4 The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council: Mayor
Rita G. Jonse
Councilmember Gil Burrell
5.12 **PROPOSAL SECURITY**: Each Applicant shall submit a proposal security in the amount of ten thousand dollars ($10,000). With each Proposal (the “Proposal Security”). The Proposal Security shall be in the form of a cashier’s check on a bank or trust company insured by the Federal Deposit Insurance Corporation and shall be made payable to the order of The City of Manor. All Proposal Security will be returned immediately after a contract is awarded, negotiated, and signed. Should an Applicant who is awarded the contract not complete the subsequent negotiation and/or signing steps of the process, the City shall then collect and retain the Applicant’s Proposal Security and may award the contract to the next best Applicant if any.

6. **PROPOSED EVALUATION PROCESS**

6.1 **Evaluation**

6.1.1 All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those Applicants selected for a short list may be invited to attend an interview, at the Applicant’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Applicant, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Applicant.

6.2 **City’s Process**

6.2.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals based on the following criteria:

- (a) Qualifications and Experience – 25 points
- (b) Project Methodology – 10 points
- (c) Service Yard and Facilities – 10 points
- (d) Transition Plan – 10 points
- (e) Customer Service and Public Education – 20 points
- (f) Rates and Fees – 25 points

6.3 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO). The City has, at its sole discretion, the ability to negotiate with the Applicant determined to be the highest ranked after
completion of the evaluations. It is the City’s intent to enter into a contract with the Applicant that offers the “best value” for the desired project.

6.4 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Applicant. The process shall continue until an agreement is reached with a qualified Applicant.

6.5 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a Proposal. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

6.6 The City reserves the right to negotiate the final fee prior to recommending any Applicant for a contract.

6.7 The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City’s judgment as to the appropriateness of an award to the best evaluated Applicant. This information may be appended to the proposal evaluation process results.

6.8 The contract award, if made, shall be made to the Applicant whose Proposal, in the City’s sole discretion, furthers the City’s best interests. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the Proposal’s validity. The contract award, if made, shall be made by the City Council. After the City’s contract award, the City will provide to Applicant the contract documents.

7. TERMS AND CONDITIONS

7.1 MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City.

7.2 DOCUMENTATION: Applicants shall provide with the Proposal all documentation required by this RFP. Failure to provide this information may result in rejection of the Proposal.

7.3 TAX EXEMPTION: The City is not liable to Applicant for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City’s Tax Exemption Certificate will be furnished by the City on request of the Applicant.

7.4 COSTS TO SUBMIT: The City of Manor will not be liable for any costs incurred by any Applicant in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

7.5 SAFETY: The successful Applicant shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and other
laws, as they apply to its employees. The successful Applicant is solely responsible for handling of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The successful Applicant shall be responsible for instructing its employees regarding safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations.

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

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

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

(1) Workman’s Compensation Insurance: as required by laws and regulations applicable to and covering employees of the contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

(2) Employer Liability Insurance: protecting Applicant against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.00.

(3) Comprehensive General Liability Insurance: including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $1,000,000.00 per each occurrence/$2,000,000.00 aggregate; Property Damage $1,000,000.00 per each occurrence.

(4) Excess Liability Insurance: Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $5,000,000.00 excess of specified limits.

(5) Performance Bond and Payment Bond: furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.
7.8 **ADDENDA**: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda at any time before the RFP deadline. Sole issuing authority of addenda shall be vested in the City of Manor. Any changes to specifications will be made in writing and posted on the City’s website at: www.cityofmanor.org. Applicants shall acknowledge receipt of all addenda.

7.9 **LATE PROPOSALS**: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Manor is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist’s desk at City of Manor, City Hall shall be the official time of receipt.

7.10 **ALTERING PROPOSALS**: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

7.11 **AWARD**: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

7.12 **CONFLICTING PROVISIONS**: The contract consists only of the City prepared contract and any additional City or Applicant contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City’s additional contract document takes precedence over the Applicant’s additional contract document.

7.13 **PAYMENT PROVISIONS**: The City’s payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

7.14 **LIABILITY AND INDEMNITY**: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party’s rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).
7.15 **CONFIDENTIALITY:** Any provision in the contract that attempts to prevent the City’s disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

7.16 **CONTRACTUAL LIMITATIONS PERIOD:** Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

7.17 **GOVERNING LAW AND VENUE:** Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Travis County, Texas.

7.18 **CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

7.19 **ETHICS:** The Applicant shall not offer or accept gifts or anything of value or enter any business arrangement with any employee, official or agent of City of Manor. More than one proposal on any one contract from an Applicant or individual under different names shall be grounds for rejection of all proposals in which the Applicant or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Applicants.

Applicants must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Manor, including affiliations and business and financial relationships such persons may have with City of Manor officers.

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

7.20 **PURCHASE ORDER:** City of Manor may generate a purchase order to the successful Applicant. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Manor will not be responsible for any orders placed and/or delivered without a valid purchase order number.

7.21 **DELIVERY:** Any delivery and freight charges (FOB City of Manor designated location) are to be included in the proposal price.

7.22 **INVOICES:** submitted for payment shall be addressed to: City of Manor, Accounts Payable, P.O. Box 387, Manor, TX 78653, and shall reference the City of Manor approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.
7.23 **WARRANTY**: The successful Applicant shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

7.24 **PATENTS/COPYRIGHTS**: The successful Applicant agrees to protect City of Manor from claims involving infringements of patents and/or copyrights.

7.25 **TERMINATION OF CONTRACT**: The City of Manor reserves the right to terminate the contract immediately in the event the successful Applicant:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract; or
3. Becomes insolvent and/or files for protection under bankruptcy laws.

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

7.26 **TERMINATION FOR CONVENIENCE**: The contract may be terminated, without penalty, by either party by providing thirty (30) days’ written notice to the other party.

7.27 **NOTICE**: Any notice provided by this RFP or required by law to be given to the successful Applicant by City of Manor shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Manor, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Applicant at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

7.28 **ASSIGNMENT**: The successful Applicant shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Manor.

7.29 **INTERLOCAL AGREEMENT**: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Manor.

7.30 **CONTINGENCIES**: Before submitting their proposal, Applicants should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Applicants should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.

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

7.32 **NAME USE**: No Applicant advertising, sales promotion or other publicity materials may mention information obtained from this Proposal, or imply the name of the City of Manor, without prior express written permission.

8. **POST-AWARD CONFERENCE**

8.1 A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference by sending the prospective job superintendent and/or manager. A proposed implementation schedule shall be submitted to the City Manager or his/her designee in a form satisfactory to the City Manager or designee. Upon review of the documentation identified as required during that conference and when City decides, a notice to proceed will be issued by the City Manager or his/her designee (“Notice to Proceed”).

9. **NOTICE TO PROCEED**

9.1 No interruption of existing service is permissible. Service transition must be coordinated and executed on the starting date set forth in the Notice to Proceed. The City intends to issue the Notice to Proceed within sixty (60) days after the award of the contract, however such period of time is not binding. Failure to issue the Notice to Proceed shall not constitute a breach of the contract. This time period supersedes any other time period discussed or disseminated prior to RFP.

10. **APPLICANT CERTIFICATION**

10.1 By the submission of the Proposal, the Applicant certifies that the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham Proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

11. **ATTACHMENTS**

11.1 The following documents are attached to and made a condition of this Proposal.

1. Complete and Initialed Copy of RFP
2. Proposal Security in the amount of ten thousand dollars ($10,000)
3. Bonds and/or Insurance Certificates
4. Conflict of Interest Questionnaire (CIQ)
5. Rates and Fees Form
Respectfully submitted,

Printed Name: ________________________________
Title: ______________________________________
Corporation/Partnership: ______________________
If Corporation, State of Incorporation: __________
If Corporation, Secretary Attest: ________________________________ (printed & signature)
License or Registration Number: ____________________________
Tax ID Number: ______________________________________
Doing Business As: ______________________________________
Business Address: ______________________________________
Phone Number: ______________________________________
Date: ________________________________________________

If Joint Venture,

Printed Name: ________________________________
Title: ______________________________________
Corporation/Partnership: ______________________
If Corporation, State of Incorporation: __________
If Corporation, Secretary Attest: ________________________________ (printed & signature)
License or Registration Number: ____________________________
Tax ID Number: ______________________________________
Doing Business As: ______________________________________
Business Address: ______________________________________
Phone Number: ______________________________________
Date: ________________________________________________

Provide names of authorized representative(s) of the Applicant who has/have legal authority to bind the Applicant into contractual obligations:
(a) ________________________________________________
(b) ________________________________________________
(c) ________________________________________________
Subcontractor(s)
List of all firms participating in this proposal

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Area of Responsibility</th>
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Release Date: July 26, 2019

Applicant Initials _____
The Proposal amount is for a base proposal. It is the intent of the Proposal to determine the lowest possible cost without regard to potential franchise fees and/or administrative billing fees. All franchise fees and/or administrative billing fees will be determined by the City and added to the base proposal provided by Applicant. One rate will then be established for the Customer which includes the base proposal, franchise fee (if applicable) and/or administrative billing fee. The undersigned having carefully read and considered the terms and conditions of the contract documents for solid waste collection and disposal for the City of Manor, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract documents at the rates hereinafter set forth:

Residential Solid Waste and Recycling Collection Rate  
(90 - 95 gallon poly cart for solid waste and poly cart for recycle materials)  $_______

Additional solid waste poly cart  $_______  
Additional recycling poly cart  $_______

For the solid waste services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collections Per Week</th>
<th>Monthly Rate</th>
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<tbody>
<tr>
<td>1 yard</td>
<td>One</td>
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<td>2 yards</td>
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<td>10 yards</td>
<td>Two</td>
<td>$_______</td>
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</table>

For the recycle material services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collections Per Week</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 yard</td>
<td>One</td>
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<td>2 yards</td>
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<tr>
<td>3 yards</td>
<td>One</td>
<td>$_______</td>
</tr>
</tbody>
</table>

Release Date: July 26, 2019

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Applicant Initials ____
3 yards  Two  $_______
4 yards  One  $_______
4 yards  Two  $_______
6 yards  One  $_______
6 yards  Two  $_______
8 yards  One  $_______
8 yards  Two  $_______
10 yards One  $_______
10 yards Two  $_______

For any collection that the Applicant is required to make in excess of the above weekly figures, the Applicant shall charge an additional $_______ per month per solid waste container and an additional $_______ per month per recycle materials container. The foregoing rates apply to all Commercial, Industrial, Institutional, and Multi-Family sites that are located within the city limits of Manor, Texas and the adjacent subdivision of Shadowglen.

Subject to adjustment by the Applicant in its sole discretion, for the services provided the Applicant shall charge for each roll-off utilized for Commercial, Industrial, Institutional, and Multi-Family sites the following fees:

Delivery Fee  $_______
Rental Fee $_______ per day
Haul Fee – 20 yard $_______
Haul Fee – 30 yard $_______
Haul Fee – 40 yard $_______
Disposal Fee $_______ per ton

**EXTRA ROLL OFF CONTAINERS:**
20 Cubic Yard Per Haul $_______
30 Cubic Yard Per Haul $_______
40 Cubic Yard Per Haul $_______
Delivery and Exchange $_______
Daily Container Rental $_______

Additional Rates or Fees not covered above:

________________________________ $_______
________________________________ $_______
________________________________ $_______

Include fee schedule for additional services required for successful implementation not already specifically identified in the RFP or optional services that may be of benefit to the City.
FIRM NAME: ____________________________________________________________
ADDRESS: ____________________________________________________________
TELEPHONE: ___________________________ ZIP ____________________________

________________________________________
AUTHORIZED SIGNATURE

________________________________________
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

________________________________________
TITLE

________________________________________
DATE