



**Request for Proposals for Solid Waste & Recycling Services
RFP # 2024-53**

For the Period January 1, 2025, through December 31, 2030

**Proposal Due Date August 27, 2024
9:00 AM**

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A. NOTICE TO PROPOSERS

Please contact City Secretary Lluvia Almaraz at lalmaraz@manortx.gov or Scott Jones at sjones@manortx.gov for an emailed copy of the draft form of the Solid Waste & Recycling Services contract. Sealed proposals will be received by the City of Manor, Texas (“City”), at the Office of the City Secretary, 105 E. Eggleston Street, Manor Texas 78653 until 9:00 a.m. CST on August 27, 2024 at which time proposals duly delivered and submitted will be considered for the Request for Proposals for Solid Waste and Recycling Services RFP #2024-53 (“Request for Proposal” or “RFP”).

All Proposals must be prepared and signed by the proposer in the form attached hereto (“Proposer”). **THESE INSTRUCTIONS MUST BE RETURNED IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE PROPOSER.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

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 City.

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

Attention: Lluvia Almaraz, City Secretary
“Request for Proposals for Solid Waste & Recycling Services”
RFP # 2024-53
Proposer’s Name
Contact Person and email address.
Proposer’s Address
Proposer’s Telephone Number

RIGHT TO REJECT

Until the final award by City, City reserves the right to reject any and/or all proposals, to waive technicalities, and to proceed otherwise when the best interests of City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the Proposer.

TEXAS PUBLIC INFORMATION ACT

City is subject to the Texas Public Information Act (“the Act”), a state law that may require 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 City in response to this RFP that the Proposer believes to constitute a proprietary trade secret or other confidential information, the Proposer must identify such information and mark it as “CONFIDENTIAL” or “PROPRIETARY,” as may be applicable, within the Proposal and on each page on which the information appears. In the event City receives a request for disclosure of information in any Proposal that has been identified by the Proposer as confidential or a proprietary trade secret, City will notify the Proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the Proposer, at the Proposer’s sole cost, to comply with the Act’s provisions relating to the submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

PROPOSER CONTACT WITH 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:

Scott Jones at sjones@manortx.gov. and must be sent to Mr. Jones no later than 8/16/2024.

No direct contact with or lobbying of City management, members of the RFP evaluation committee, or the Manor 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 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 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 City’s residents and is not intended to be all-inclusive or to contain all of the information that a prospective Proposer may desire. City has made no independent effort to determine the accuracy or completeness of such information. The Proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

PROPOSAL CONTENT AS BASIS FOR CONTRACT

The information contained in the selected proposal will be used as the basis for the resulting contractual agreement. However, no contractual agreement shall exist between the successful

Proposer and City unless and until an agreement has been fully set forth in writing and signed by authorized representatives of the parties thereto. The City has provided the selected contract terms with this RFP to be used in the solid waste services contract awarded.

CHANGES FROM THE ORIGINAL RFP 2024-07

1. The Schedule of Activities has changed dates regarding the release of the RFP and due dates.
2. There will be no pre-proposal meeting. Any questions must be submitted to Scott Jones for response no later than August 16, 2024.
3. There is an increase in the quantity of residential units to be serviced.
4. There is a change in the Compensation Section relating to residential franchise fee collection.

CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT

The successful Contractor shall be responsible to reimburse City for the development of this RFP and contract documents. **The estimated costs to be incurred by City are \$39,940; however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed.**

B. SCHEDULE OF ACTIVITIES

This is a REVISED SCHEDULE from the original RFP 2024-07.

| | |
|----------------------------|---|
| August 9, 2024 | RFP and Draft Contract Released and Published |
| August 16, 2024 | Deadline for any questions prior to the proposal due date |
| August 27, 2024, 9:00 a.m. | Sealed proposals due |
| September 4, 2024 | Public hearing and first reading of Solid Waste Franchise Ordinance with contract attached. |
| September 18, 2024 | Second reading of Solid Waste Franchise Ordinance with contract attached to ordinance and award of contract as approved by City Council |
| January 1, 2025 | New contract service period begins |

C. IMPORTANT INFORMATION TO PROPOSERS

INVITATION FOR PROPOSAL

City of Manor invites sealed proposals (“Proposals”) for:

- 1) Residential solid waste collection;
- 2) Residential recyclables collection;
- 3) Residential bulk and brush collection;
- 5) Residential Unusual Accumulation collection;
- 6) Commercial/Industrial dumpster collection; and
- 7) Roll-off collection (open-top and compactors).

The number of homes (“Residential Units”) to be served reflects a revision to the count in the original RFP 2024-07.

The City estimates approximately six thousand three hundred (6,300) current residential units within the current corporate city limits of the City plus one thousand one hundred and seven (1,107) residential units in Travis County MUD #2 (Presidential Meadows) and one thousand one hundred and four (1,104) residential units in Wilbarger Creek MUD #1 (ShadowGlen), both of which are located in the City’s extraterritorial jurisdiction (ETJ), for a total of approximately 8,311 residential units, and there will be additional fluctuation in residential and commercial accounts in the interim due to construction and normal activity. City facilities to be serviced at no charge are shown in Appendix A (“City Facilities”). The proposed scope of work is described in detail in this Request for Proposal. Current population growth estimates include an additional 14,000 residential units over the next 7-10 years.

Proposers should read the following instructions and follow them closely. Failure to do so may result in Proposer disqualification.

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

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

- 1) Selection of any Proposal.
- 2) Waiver of any formality, technicality, or irregularity in Proposals received.
- 3) Rejection of any Proposals which are not legible, not complete, or contain irregularities.
- 4) Rejection of any Proposals not received on or before the due date and time specified.
- 5) Rejection of all Proposals.
- 6) 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 Proposer. with **each page of the RFP documents initialed and inserted within the Proposal.**
3. The Proposal shall be mailed or delivered to the Office of the City Secretary, 105 E. Eggleston Street, Manor, Texas 78653 no later than 9:00 AM on August 27, 2024.

REQUIRED FORMAT OF PROPOSAL

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 the Proposer's brochures, flyers, or websites will not be accepted as an answer.

Proposals must be organized and submitted intact with all 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 for a Proposer must contain one original (marked as such) and five (5) copies and one thumb drive with an electronic copy in searchable .pdf format. |
| 1. Proposal Cover Sheet/ Acknowledgement of Addendum(s), if any, signed/sealed by the authorized Contractor/Proposer |
| 2. Any Applicable Declarations |
| 3. Proposal Bond |
| 4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, Certificate of Authority, and House Bill 89 verification |
| 5. Power of Attorney (if necessary) |
| 6. Proposal Tab 1: Past Performance and Experience of Contractor in Texas |
| 7. Proposal Tab 2: Financial Qualifications |
| 8. Proposal Tab 3: Facilities (includes Forms 3-A and 3-B) |
| 9. Proposal Tab 4: Experience of Local Personnel |
| 10. Proposal Tab 5: Equipment |
| 11. Proposal Tab 6: Operational Plan and Safety Report |
| 12. Proposal Tab 7: Transition Plan in Detailed Narrative Format |
| 13. Proposal Tab 8: Rates for Services |
| 14. Proposal Tab 9: Disaster Management Plan |
| 15. Proposal Tab 10: Exceptions or Modifications to the Draft Contract |

PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City's Request for Proposal package. By submitting this Proposal, the Proposer grants 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. 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 City, the Proposer shall furnish and certify all such supporting data and information that City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to City, including profit or fee, may be, at the option of City, adjusted to reduce the price to 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 City.

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 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: |

Corporate Seal:

DECLARATION

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that it has complied in every respect with all requirements of this RFP, that the Proposer has read all appendices, and has satisfied itself fully relative to all matters and conditions 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 and draft contract.

Firm/Corporation

Address

Name

Signature

Title

Date

PROPOSAL BOND

The undersigned Proposer hereby declares that he/she has visited the site of the work and has carefully examined the RFP documents pertaining to the work covered by the above Proposal, and he/she further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this Proposal is a Certified Check or a Proposal Bond in the sum of Fifty Thousand Dollars (\$50,000.00) made payable to City of Manor which it is agreed shall be collected and retained by the City as liquidated damages in the event this Proposal is accepted by the City within ninety (90) days after the Proposals are received and the undersigned fails **to execute the contract** and the required bond for the City **within ten (10) days after the date said Proposal is accepted**, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Fax _____

Email _____

NON-COLLUSION AFFIDAVIT

STATE OF: TEXAS

COUNTY OF: TRAVIS

I, _____ state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in the said firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, Proposer, or potential Proposer.

2. Neither the price(s) nor the amount of the response, and neither the approximate price(s) nor the approximate amount of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposer, 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 to this Request for Proposal, 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 Proposal 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 City in awarding the agreement for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Manor of the facts relating to the submission of responses for this Proposal. I understand and said firm understands that any fraudulent concealment will allow City to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Proposal.

Signature _____ Name: _____

Title _____

Sworn to and subscribed before this _____ day of _____, 2024.

(Notary Public) _____

My Commission Expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

- Please be advised that in accordance with the State of Texas Local Government Code Chapter 176, the successful business entity awarded a contract by Manor's City Council must submit Form CIQ (Conflict of Interest Questionnaire). The form can be found at www.ethics.state.tx.us

CERTIFICATE OF INTERESTED PARTIES

- In compliance with the State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by Manor's City Council must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

CERTIFICATIONS REGARDING BOYCOTTING ISRAEL, ENERGY COMPANIES, NON-DISCRIMINATION AS TO FIREARM ENTITIES

- Contractor certifies that contractor is not currently engaged in and agrees for the duration of any contract awarded not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organizations as identified by the Texas Comptroller's office under Sections 806.051, 807.051, or 2252.152 of the Texas Gov't. Code.
- Contractor certifies that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- Contractor certifies that Contractor is not currently engaged in and agrees for the duration of any contract awarded not to engage in the boycott of Energy Companies as that term is defined by Section 809.001 of the Texas Gov't Code.
- Contractor certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Gov't Code section 2274.001, as amended and that it will not discriminate during the term of such contract against a firearm entity or firearm trade association.

AGREEMENT CANCELLATION

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

D. OVERVIEW

CONTRACT TERM

Initial Term. The “Initial Term” of the contract shall commence on January 1, 2025 (the “Commencement Date”) and shall end on December 31, 2030 (the “Expiration Date”), unless otherwise terminated earlier as provided herein.

Extension Term. City may extend the Initial Term for up to five (5) additional one (1) year terms (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by City to Contractor on or before 180 days prior to the expiration date of any term to be effective.

CONDITIONS

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

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

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

- City reserves the right to negotiate with any, all, or none of the Proposers responding to the RFP. Following submission of a proposal, the proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by City in its discretion.

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

- Agreements with the selected Proposer will require the selected Proposer to provide worker’s compensation insurance, commercial general liability, automobile insurance, and any other insurance that City may require. Such policies (except worker’s compensation) must be endorsed to include City as an additional named insured, and all policies must be endorsed to waive subrogation against City. The agreement with the selected Proposer will also require indemnification of City, its officers, and employees by the selected Proposer in form and substance satisfactory to City staff and 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 City. In addition, City may require other forms of assurance from the selected Proposer of the successful completion of the agreement.

- 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 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 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 its records as necessary or required by industry standards.

- The Proposer shall comply with Federal Law, Texas law, 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 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 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, or otherwise using substantial portions of the work product of another Proposer is not permitted. Failure to adhere to this instruction will cause the Proposal to be rejected.

DISCLAIMER

- The information contained herein is provided solely for the convenience of prospective solid waste collectors. It is the responsibility of the recipient to assure itself that the information contained herein is accurate and complete. Neither 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 being provided by City and its advisors without any warranty or representation, express or implied, as to its content, accuracy, or completeness. No warranty or representation is being made by City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.
- 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 relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any Proposals submitted to 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 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 any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of 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 Manor's 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 City for any reason, or no reason, without any resulting liability to City and its advisors.

DISCOVERY

Each Proposer shall fully acquaint itself 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 its own investigations concerning the conditions,

locations, solid waste characteristics, quantities, and applicable state and federal laws and regulations that may affect its work. By submitting a Proposal, the Proposer warrants that it has fully acquainted itself with such conditions and is prepared to honor all statements and commitments made in its Proposal to City. Proposers will not be reimbursed any costs related to the preparation of their Proposals, whether successful or not.

EXCLUSIVE COLLECTION AREA

The selected Contractor shall have the exclusive right to provide all solid waste collection services called for in this RFP within the corporate City limits of the City and the portion of the City's ETJ described in Section C of this RFP.

CONTRACTOR RESPONSIBILITIES

The City desires to contract solid waste and recycling services that will provide excellent customer service with maximum diversion. 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 City's customer base and capable of providing services that include, but are not necessarily limited to, the following:

- (1) Real-Time GPS Tracking Capability of collection vehicles.
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints.
- (3) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday, 9 a.m. to 3 p.m. Saturday except for Thanksgiving, Christmas, and New Year's Day. The hours of operation for Customer Service are Monday through Friday, 8 a.m. to 5 p.m.
- (4) Contact Person as primary contact responsible for City account.
- (5) With respect to residential services, capable and willing to provide:
 - a. 95-gallon Poly Cart for once-a-week collection with all items in the cart.
 - c. 95-gallon for recycling items every other week collection.
 - d. Bulky/Brush collection weekly with a 3-yard limit.
 - e. Optional On Call Household Hazardous Waste collection monthly.
 - f. Provide for the collection of Unusual Accumulations for a fee.
- (6) Vehicles used for collection with City at the time of commencement of the contract are not older than FOUR (4) years.
- (7) Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.

In providing the services required by the awarded contract, Contractor shall be responsible for:

- (a) Furnishing all skills, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with the awarded contract.
- (b) All actions and activities of its subcontractors.
- (c) Supplying all records and information required by the awarded contract.
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
- (e) Complying with applicable laws and regulations.
- (f) Performing all work in a timely, thorough, and professional manner.
- (g) Disposing of all collected Municipal Solid Waste (MSW) at a permitted MSW Landfill.
- (h) Processing and marketing Recyclable Materials collected by Contractor from residences.
- (i). 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 the awarded contract; and
- (j) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

BACKGROUND INFORMATION

- (1) City's current solid waste contractor provides the following services for a combined residential rate of \$18.67, which includes a \$1.60 residential franchise fee in the residential rate.
 - (a) **Residential solid waste collection** Currently, the City provides curbside collection and disposal of waste from residential customers one (1) time per week; all contents in the cart.
 - (b) **Recycling** is collected every other week in a contractor-supplied 95-gallon cart.
 - (c) **Residential brush and bulk pickup**
Residents bring this material themselves to the City's Public Works yard and it is loaded into a 40-yard container that is emptied two times per month.
 - (d) **Overage** is collected by current solid waste contractor for a set fee per collection plus disposal.
- (2) **Commercial dumpster collection** is listed in the Appendix.
- (3) **Permanent roll-off collection (open-top and compactors)** is listed in the Appendix.
- (4) **Temporary roll-off collection** is listed in the Appendix.

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

DEFINITIONS

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

"Brush" means any cuttings or trimmings from trees, shrubs, lawns, and similar materials not exceeding four (4) feet in length or four inches (4") in diameter. All Brush must be tied and bundled or placed in a customer-provided container. No bags, bundles or containers shall exceed forty (40) pounds in total weight. The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

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

"Business Day" means a day that is not a Saturday, Sunday, or Holiday.

"City" The City of Manor, Travis County, Texas.

"City Facility" means a property owned, leased, and/or operated by City.

"Collection" means the act of removing from a customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility.

"Collection Area" means that portion of City in which Contractor provides collection services as described in the RFP.

"Commercial Unit" means a commercial business or establishment, including, but not limited to, a store, office, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within the corporate City limits of the City.

"Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

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

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

“Construction and Demolition Debris” means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, City Facility, or large Commercial and Industrial Unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

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

“CPI” means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, published by the United States Department of Labor, Bureau of Labor Statistics (“**BLS**”); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.

“Container” means a receptacle with a capacity of at least 95 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contractor” means _____, the solid waste provider for the City under this proposed contract; responsible for actively interacting with City to achieve this contract’s objectives; complies with this contract; maintains solid waste provider reports; and provides other duties necessary to implement this contract.

“Curbside” means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection as defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit’s adjacent roadway as approved by the City Manager.

“Customer” means the owner or tenant of a Unit located within City and identified by City as being eligible for and in need of the services provided by Contractor under this contract.

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

“Disposal Facility” means a duly permitted sanitary landfill selected by Contractor for the disposal of the waste collected by Contractor from City during the contract term. Contractor shall negotiate directly with the owner of the Disposal Facility for permission to use the Disposal Facility and Contractor shall bear all disposal costs and other related expenses.

“Disaster Event” means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.

“Disaster Debris” means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by any sector affected by a Disaster Event (e.g., households, businesses, government, etc.).

“Disaster Management Plan” means Contractor’s operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services as those with rates in Tab 8 of the RFP.

“Disposal” means the deposition, injection, dumping, spilling, leaking, or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

“Excluded Waste” means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction Debris, Special Waste, and other types of Waste expressly excluded from this contract.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper that has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.

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

“Generator” means a person or municipality that produces or creates Municipal Solid Waste.

“Hazardous Waste” means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., amended.

“Holiday” means New Year’s Day, Thanksgiving Day, and Christmas Day.

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate City limits of the City.

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

“Large Dead Animals” are excluded from this contract and means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with healthcare 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).

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

“Non-Recyclables” means any materials in Single Stream Materials or Recyclables that are not Recyclables.

“Offal Waste” is excluded from this contract and means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.

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

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

“Poly Cart” means a 95-gallon poly cart plastic container, provided by Contractor, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being

mechanically unloaded into Contractor's collection vehicles. The terms "Cart" and "Wheeled Container" shall be considered interchangeable.

"Processing" means recycling of Single Stream Materials at a properly permitted Recycling Facility.

"Proposal Bond" means a corporate surety bond, or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the contract.

"Recyclable Material" or "Recyclables" means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. The Contractor will not dispose of such Recycling Materials at the Disposal Site and will deliver Recyclable Materials to an appropriate recycling facility.

"Residential Recyclables" include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

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

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

"Refuse" means the same as Rubbish.

"Residential Curbside Recycling" means the collection of Recyclable Materials placed by Customers residing in single-family Structures Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

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

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

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

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

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

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste Materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

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

“Stable Matter” is excluded from this contract and means 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.

“Structure” means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the contract.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unit” means, collectively, Residential Units, Commercial Units, and Industrial Units.

“Unusual Accumulation” means any Residential Unit Waste placed Curbside for collection which does not meet the specifications defined by this contract for regular Garbage, Bulky Waste, and Brush Waste. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Vegetable Waste” is excluded from this contract and means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

“Waste” or **“Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to the contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators, stoves and ranges, water heaters, clothes washers and dryers, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf raking, small tree branches (not to exceed 4 feet in length), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be cut and placed in bundles.

E. EVALUATION AND AWARD CRITERIA

CITY COUNCIL AWARD

All proposals will be reviewed and evaluated by a committee of judges/reviewers selected by the City who will recommend the best and most advantageous proposal to City Council for the award.

CRITERIA FOR EVALUATING PROPOSALS

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

SCORING OF PROPOSALS

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

| Criteria | Percent of Total |
|--|------------------|
| Experience Providing Like-Services to Like-Sized Cities | 5% |
| Financial Strength of Proposer | 5% |
| Strength of Personnel at the Hauling Division | 3% |
| Operational Plan in Narrative Format | 10% |
| TRIR and DART Safety Scores | 5% |
| Transition Plan in Detailed Narrative Format | 10% |
| Disaster Management Plan | 5% |
| Customer Service, Reporting, Billing, and the use of GPS & Support | 17% |
| Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract | 5% |
| Competitive Cost of Proposal | 35% |

F. SCOPE AND SERVICE SPECIFICATIONS

NO ALTERNATE SERVICE LEVELS FOR ANY LINE OF SERVICE WILL BE CONSIDERED

DESCRIPTION OF SERVICES

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

Services will include:

- 1) Residential solid waste collection.
- 2) Residential recyclables collection.
- 3) Residential bulk and brush collection.
- 4) Residential Unusual Accumulation collection.
- 5) Commercial dumpster collection.
- 6) Permanent roll-off collection (open-top and compactors).

RESIDENTIAL SOLID WASTE COLLECTION

Each Proposal should include pricing for the following residential services:

Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one new 95-gallon poly cart per residence.

The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.

All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.

Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch or against the curb (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the Cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

Residential Unit and City Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and City Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or City Facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

Residential Collection not covered under the Base Rates-

The collection or disposal of Excluded Materials; or

The collection or disposal of any increased volume resulting from a flood, tornado, hurricane, or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane, or other Act of God, Contractor and City may negotiate the work to be performed by the Contractor under the Disaster Management Plan provided by the Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Tab 8.

RESIDENTIAL COLLECTION OF RECYCLABLES

Contractor shall provide one collection Every-Other-Week, on the same day that MSW is collected, of Recyclable Materials placed in the Contractor-supplied new 95-gallon Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Recyclable Materials, Contractor may give written notice to City of:

- (i) a need to redefine Acceptable Recycling Material and Non-Recyclables,
- (ii) update the Processing facility's Average Commodity Mix,
- (iii) suspend or discontinue any or all Recycling services, or
- (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

Acceptable Recycling Material. Recyclables that are eligible for collection ("Acceptable Recycling Materials") must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

| | |
|--|--|
| Aluminum cans | Newspaper |
| PET bottles with the symbol #1 – with screw tops only | Mail |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, shampoo bottles, etc.) | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| PP plastic bottles and tubs with symbol # 5 - empty | Uncoated printing, writing, and office paper |
| Steel and tin cans | Corrugated containers/cardboard (uncoated) |
| | Magazines, glossy inserts, and pamphlets |
| Plastics not listed above including but not limited to those with symbols #3, #4, #7 | Cartons, Aseptic Containers |

Non-Recyclables. Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials (“**Non-Recyclables**”) include, but are not limited, to the following:

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

RESIDENTIAL BRUSH AND BULK COLLECTION

Contractor will collect ***Brush and Bulky*** materials once per week on the day the Residential Unit receives MSW and Recycling collection. Brush materials set out for this collection shall be cut to size and prepared for collection as described in the Definitions section. **This weekly collection specifically excludes debris resulting from the services of a Commercial Tree Service Provider.**

The Brush and Bulky materials will be combined to determine the volume limitation. The Customer will be limited to three (3) cubic yards of material per collection.

Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION

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

CART PLACEMENT FOR COLLECTION

As a rule, residents are required to place their carts next to the curb, or drainage ditch, in front of the residence for pickup. It is City’s intention to continue residential collection at the same location as the residents have received in the past. Proposed exceptions to this approach should be clearly stated in Contractor’s Proposal.

Contractor shall not be required to collect any Waste or Recyclables that are not placed in the designated Cart, any Waste or Recyclables from a Cart that is overloaded by weight or volume, or a Cart that is not properly placed in front of the residence, either at the curb or at the drainage ditch.

SPECIAL NEEDS CART PLACEMENT FOR COLLECTION

If City deems all residents of a Single-Family, a Duplex or Triplex Residence are disabled or due to age or verified physical limitations cannot safely move their Waste Cart to the Curb, Contractor personnel will collect the Cart at the side yard or garage door and return it to the same place once emptied. All requests for collection assistance will be approved by City and then relayed by City to Contractor. The rate for the collection of Special Needs Carts shall be the same as a regular collection.

HOLIDAY COLLECTIONS

The following shall be Holidays for purposes of the contract: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the Holiday, but such a decision in no manner relieves Contractor of his/her obligation to provide collection service at Residential Units at least once per

week. Contractor shall notify the city two (2) weeks in advance of the Holiday service schedule. If any Once Per Week Option is selected, if one of the collection days falls on a Holiday, Contractor will collect Waste on the next regularly scheduled business day (excluding Sunday). In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

SMALL BUSINESSES GARBAGE COLLECTION

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

If a Small Business elects to receive Recycling Service, the Contractor shall provide one new 95-gallon recycling cart (clearly distinguished from the solid waste cart) to be collected once per week.

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

FRONT END LOADER AND ROLL OFF CONTAINER COLLECTION

Prior to the beginning of the contract, Contractor shall provide **new Dumpsters for Garbage Collection to all facilities receiving Dumpster collection service** under the contract. **Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.** Dumpsters shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.

Establishments generating putrescible waste materials will receive a minimum, of two days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one weekly collection is permitted.

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

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

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor nor City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the contract.

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

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

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

No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.

Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the dumpster within that enclosure.

Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

NEW COMMERCIAL ACCOUNTS

New Commercial customers will contact the City to request solid waste collection. The City will contact the Contractor to arrange for the services to be provided. The City will receive all services changes requests from the customers and the City will communicate the changes to the Contractor.

NEW ROLL-OFF CONTAINER AND COMPACTOR ACCOUNTS

Contractor shall provide permanent or temporary roll-off containers and/or compactors, or special collections of bulky waste construction demolition and debris and stable matter when requested by commercial and/or industrial units in accordance with individual agreements with the generators. Contractor agrees to provide all roll-off container and/or compactor services at the service rates, disposal charges, delivery fees and taxes set forth within the City's fee schedule, as same may be adjusted annually in accordance with the terms and provision of the contract.

Commercial roll-off container and/or compactor customers shall contact and contract directly with the Contractor for roll-off container and commercial compactor services. The City agrees to direct all requests for commercial roll off containers and compactor service to Contractor. Contractor shall directly bill all commercial roll-off container and compactor services to the Customers with monthly reports submitted to the City indicating what was billed.

STATIONARY COMPACTOR UNITS

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

TEMPORARY ROLL OFF CONTAINERS

The Scope of Work and the contract will provide exclusive rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Roll-Off

Container for on-site storage, collection, and transport.

EXCLUDED WASTE

If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the Waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws and charge the generator of such excluded waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the excluded waste and to collect the cost incurred by Contractor in connection with such excluded waste. Subject to City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such cost incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to City.

CITY EVENTS AND FACILITIES

Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities included in the contract at the frequency and day(s) specified by City, Monday through Friday. Contractor shall not be required to provide more than a daily collection per location. City has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers, and the collection frequency in Appendix A. Some of the events and City Facilities are serviced at no charge. Those that will be serviced for a fee are indicated with a current rate in the appropriate column in Appendix A.

Contractor agrees to provide Dumpster(s) and/or Roll-Offs for Special Events listed in Appendix A. The type of equipment and frequency of collection may be adjusted as agreed to by City and Contractor. Any additional Special Events not listed in Appendix A or necessary increases in service to events listed in Appendix A will be serviced by Contractor at a charge.

PUBLIC EDUCATION CAMPAIGN

To inform and educate Residential Customers regarding Contractor's commencement of services under the contract, Contractor shall, at Contractor's cost:

1. Distribute a professionally prepared brochure to each residence at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste

Material, Recyclable Material, Bulk and Brush collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;

2. Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to new residents and to people requesting such information; and
3. Coordinate and supply all information reasonably requested by City's Public Works Director to facilitate City's efforts to notify Residential Customers of this transition.

Contractor shall provide an annual contribution of Twelve Thousand Dollars (\$12,000) to promote optimum participation in all environmental programs. Payment shall be made on February 1 of each year of the contract term by check or wire transfer to City to the attention of the City's Finance Director.

G. COLLECTION EQUIPMENT

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

VEHICLE SPECIFICATIONS

All vehicles, facilities, equipment, and property used in the performance of the contract shall be provided by Contractor. This type of equipment shall be utilized by the vendor throughout the term of the contract, and through successive renewal terms, if applicable.

At the start of the contract, all vehicles used in collection shall be in good operating order and not older than FOUR (4) years (i.e., year model 2021 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under the contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

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

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the contract. Collection vehicles shall be capable of handling, in the safest and most efficient method available, the Carts or Containers and material specified for each

Structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

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

Contractor shall describe how it defines "Real Time" GPS Tracking and the program it plans to propose to utilize for "Real-Time" GPS Tracking if those resources are available.

VEHICLE MAINTENANCE AND INVENTORY

Contractor shall provide with the Proposal a complete inventory showing each vehicle (type, capacity, approximate age) to be used for performing the contract, which vehicles shall conform to specifications set forth in Vehicle Specifications. No later than 30 days before the commencement of services under the contract, Contractor shall confirm and verify the inventory provided with the Proposal documents. The inventory shall become part of the Implementation Plan. Upon approval of City, Contractor may change equipment from time to time and shall revise the inventory accordingly. Contractor shall provide City with the revised inventory within one (1) week of any changes. Contractor shall maintain a vehicular fleet during the performance of the contract at least equal to that described in the inventory.

SUPPLYING GARBAGE OR RECYCLING CARTS

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

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

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. The replacement Cart will be new. Where a replacement Cart is new, Contractor shall assess a charge (Tab 8) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a

reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by City. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned replacement Cart is delivered.

SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION

Prior to the beginning of the awarded contract, Contractor shall provide **NEW** Detachable Containers for Garbage and/or Recyclables Collection to all facilities receiving Detachable Container collection service under the contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor units as indicated in Appendix A.

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

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

DETACHABLE CONTAINER STANDARDS

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) shall be painted, or changed out, at least once every 2 years. Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. The Contractor is responsible for removing graffiti from its Detachable Containers.

DETACHABLE CONTAINER REPAIR OR REPLACEMENT

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

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

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

H. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (should this occur), and current service levels, to the successful Proposer and new service levels.

The proposed Transition Plan is of critical importance to City. The Transition Plan is located in Tab 7.

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 a schedule, for delivering carts, dumpsters, 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 the 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 the 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 the awarded contract.

I. COMMUNICATION AND MEETINGS

POINT OF CONTACT

All dealings and contacts between Contractor and City shall be directed between the designated representative of Contractor and the City Manager or as designated by City.

CONTRACTOR'S OFFICE

Contractor shall maintain an office or other facilities through which they can be contacted equipped with sufficient telephones having local phone numbers. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

City, at its expense, shall notify Residential Units about complaint procedures, rates, regulations, and days(s) for scheduled collections.

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

Commercial or Industrial complaints shall be noted separately by indicating the name of the company, and the time of the call, and shall indicate the follow-up action to resolve the issue. Missed pick-ups from one day shall be reflected on the next day's sheet 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, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container and shall notify City of such action.

As requested by 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 a meeting with an aggrieved customer within 24 hours 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

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

- (1) During the period from the date the contract is executed until three months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) meetings shall be held between representatives of the parties regularly, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate Contractor's performance in implementing the contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.
- (2) After the initial 90-day period meetings shall be held at least quarterly, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held to review and discuss day-to-day operations, promotion, public information, and public relations.
- (3) Meetings shall be held at the offices of City unless otherwise agreed upon by both parties. Each party shall be available for at least 60 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

NEWSWORTHY AND EMERGENCY NOTIFICATIONS

During the term of the awarded contract, there may be activities or circumstances, positive or negative, involving Contractor's business that could be newsworthy. Likewise, Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact City Manager or his/her designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to City; any news coverage or sudden event that is reasonably

anticipated to result in citizen phone calls to City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within City; a motor vehicle accident which occurred while providing services under the contract; personal injury accidents which occurred while providing services under the contract; property damages which occurred while providing services under the contract.

CUSTOMER NOTIFICATIONS

City will coordinate with Contractor and approve all necessary communications with Residential Customers including but not limited to fee changes, route changes, and holiday schedules.

J. REPORTING

MONTHLY REPORTS

Complete and accurate monthly reports must be submitted to City Manager or his/her designee in a format acceptable to City on or before the tenth (10th) of each month during the term of the contract.

Monthly reports must contain at least the following information:

1. Number of Households served.
2. Number of Commercial facilities served.
3. Monthly tonnages by each category of service:
 - Residential MSW;
 - Residential Recycling;
 - Commercial; and
 - Roll Off.
4. Residential Recycling Participation Rate.
5. Summary of motor vehicle accidents or driving violations involving Contractor's vehicles occurring during the quarter while providing services under the contract.
6. Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the contract.
7. Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
8. As requested by City, Contractor shall make available GPS tracking reports for residential collection.
9. Residential and Commercial Franchise Fees reimbursed to City and breakdown.

ANNUAL REPORTS

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

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

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

K. COMPENSATION

PAYMENT TO CONTRACTOR

This Section is a Revision of the original RFP #2024-07 regarding Franchise Fees

Residential Customer Billing; Payment for Service. City shall provide billing for Residential Customers during the term of the contract. Billing for Residential Customers shall consist of the Rate charged by the Contractor plus a ten percent (10%) franchise fee.

Not later than the 5th day of each calendar month during the term of the contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month.

Based on the number of Residential Customers reported by City, Contractor shall deliver to City an invoice setting forth sums due by City to Contractor for services rendered to Residential Customers under this Agreement inclusive of the ten percent (10%) franchise fee.

Non-Paying Customers. City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service.

Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

Commercial Customer Billing. Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units. City shall not be obligated to pay Contractor for Commercial Collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the tenth (10th) day of each calendar month during the term of the contract, Contractor shall provide to City a report showing the individual billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

Franchise Fee. Contractor shall pay to City a franchise fee equal to ten percent (10 %) of all amounts paid by Residential customers within the corporate City limits and those portions of the City's ETJ, and twelve (12%) of all amounts paid by Commercial and Industrial Customers within the City to whom Contractor provides services pursuant to the authority granted by the contract (collectively, the "Franchise Fee").

The Franchise Fee constitutes a payment to City for the right of Contractor to use City's streets, alleys, and rights-of-way in providing the services described in the contract. Contractor shall have the right to pass the Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed twelve percent (12%) of the amounts billed to the Commercial and Industrial Customer and ten percent (10%) of the amounts billed to the Residential Customer, excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to City as follows:

- (a) Franchise Fees attributable to the provision of services to Residential Customers shall be paid to City not later than ten (10) days after City pays Contractor for services invoiced; and
- (b) Franchise Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were actually provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Franchise Fees to City not later than April 30, 2025, for payments received by Contractor during the month of March 2025 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise Fees after termination of the contract for any and all services provided prior to termination of the contract. City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the City and portions of the

City's ETJ pursuant to the contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

LIQUIDATED DAMAGES

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

SUMMARY OF LIQUIDATED DAMAGES

City may assess liquidated damages to Contractor as follows:

1. **Missed collection**: \$100 per missed collection over five (5) missed collections per day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. **Failure to correct a missed collection** within 24 hours of notice of the complaint: \$100 per occurrence per day.
3. **Missed residential unit block**: \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint.
4. **Commencement of residential collection prior to 7:00 a.m.**, or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
5. **Commencement of commercial collection** within 500 feet of a resident prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
6. **Failure to complete a majority (50%) of the collections on a given day**: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions; i.e., roadway freezing, etc.).
7. **Failure to maintain a vehicle** in a manner consistent with the contract: \$100 for each incident.
8. **Failure to clean up spilled Solid waste**, resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address.
9. **Failure to resolve properly reported bona fide Customer complaints** within one business

day: \$200 for each incident.

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

11. **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.

12. **Failure to return carts** and containers to approximately the original collection location: \$50 for each incident, for each affected address.

13. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$50 for each incident.

14. **Failure to perform services** on or after the commencement date: \$5,000 per calendar day.

15. **Failure to deliver or replace Carts for any reason within five (5) business days of notification** \$50 per incident per affected address.

16. **Contractor commingling recyclable materials** with MSW: \$ 1,000 for each incident.

17. **Disposal of recyclable materials** to a site other than the proper recycling facility: \$ 2,000 for each incident.

MODIFICATION OF RATES

Base rates charged by Contractor services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until January 1, 2026 (“Base Rates”). Commencing on January 1, 2026, continuing annually on each anniversary date of the commencement date of the contract, upon sixty (60) days’ notice to the City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, **Water and Sewer and Trash Collection**, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Each annual adjustment shall not result in an increase in the Base Rates exceeding 4%.

REGULATORY RATE ADJUSTMENT

Contractor may petition City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annually reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such

requested increase within thirty (60) days after receipt of such request, Contractor shall have the right to terminate the contract with 180 days' notice to City.

DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage caused by the alleged negligence of Contractor or his/her subcontractors or his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

INDEMNITY

The following clause shall be included in the awarded contract:

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE COSTS AND ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM

AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER TEXAS LAW, IT BEING THE INTENT THAT CITY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XVII SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

PERFORMANCE BOND

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

A sample of the required form is provided in Appendix B.

L. REQUIRED INSURANCE

Contractors performing work or providing services on City property or public right-of-way for City shall provide City a certificate of insurance that meets industry standards evidencing the coverages and coverage provisions identified herein. Contractors shall provide City evidence that all subcontractors performing work or providing services on City property or public right-of-way

for City have the same types and amounts of coverages as required herein or that the subcontractors are included under the Contractor's policy. Upon a reasonable request, City shall have the right to receive a copy of Contractor's insurance policy, excluding any information deemed proprietary by Contractor.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to City of Manor.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements are to be determined by the City Manager or as designated by City.

Contractor shall provide the following minimum types and amounts of insurance under the awarded contract:

General Contracts for Services:

- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage.
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract; and
- (c) Statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Contract.

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

Required Endorsements. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage except for Worker's Compensation Insurance;
- (b) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
- (c) No insurance policy shall be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days

(or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

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

M. TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? **(Minimum experience required – 5 years in business with accounts of comparable 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, bulk and brush, and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years include 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. The date the contract expires or expired.
 - D. The annual dollar value of the contract
4. For any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?
 5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with a Texas governmental entity? If so, name the parties, case number, the court in which such suit(s) is/are filed, and the nature and present status of any proceeding described above.
 6. Has your organization been a defendant in any lawsuit or request for arbitration or mediation filed by a Municipality concerning a contract for such services within the last five (5) years? If so, state the case number, names of the parties, the court in which the suit(s) is/are filed, and the present status of any such proceeding.
 7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify all subcontractors proposed to be used under the contract. Provide the name, location, and contact information for each subcontractor.
9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

1. Briefly describe in a narrative format the proposer's financial condition and results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC-required Management Discussion and Analysis (MD & A) for the latest year available.
2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide SEC 10K filings for the parent organization.

Proposal Tab 3 – Facilities

Identification and location of the processing and disposal sites

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

| | | |
|---------------------------|------------------|---------------------------|
| Disposal Facility: | Location: | Distance from City |
|---------------------------|------------------|---------------------------|

| | | |
|----------------------------|------------------|---------------------------|
| Recycling Facility: | Location: | Distance from City |
|----------------------------|------------------|---------------------------|

| | | |
|--------------------------|------------------|---------------------------|
| Hauling Facility: | Location: | Distance from City |
|--------------------------|------------------|---------------------------|

Proposal Form 3-A - Certification of Recycling Facility

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

I acknowledge that _____ (Name of Firm/Facility) shall be _____ responsible _____ for _____ processing _____ Recyclables _____ collected _____ by _____ Contractor under City of Manor contract.

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

I understand and agree that 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 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; 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 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 Form 3-B - Certification of Disposal Facility

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

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for disposing of Municipal Waste collected by _____ Contractor under City of Manor contract.

I understand and agree that City of Manor shares no risk, nor expense for the disposal of the materials delivered by Contractor.

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

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive and dispose of all municipal solid waste collected on a daily, weekly, monthly, and annual basis for the **duration of the City of Manor contract**.

I agree that City of Manor 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 – Local Hauling Operation

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. City expects to communicate directly with one individual designated for ultimate responsibility for the contract. City will be notified immediately of any changes to this information.
3. Provide, along with the Summary of Qualifications, all the following information for this designated person:
Mailing Address:
Direct Phone
Mobile phone:
Fax:
Email:
3. How does Contractor deal with replacing key personnel who leave?
4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of workdays and hours for each category anticipated for the successful implementation of the contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under City's contract.
6. Explain the current screening mechanisms used by the company for applicants and ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
7. Describe in detail Contractor's employee/driver training program.
8. What steps will Contractor take to inform City staff about the specific requirements of the contract? Please provide details by category of personnel.

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

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

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

Name: _____

Position: _____

- A. Describe the individual's direct experience in planning and implementing residential refuse, bulk and brush waste, and recycling collection, processing, and marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years of experience in the collection of refuse, bulk, brush, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring and training the workforce to perform the work.

Proposal Tab 5 – Equipment

No Vehicle used in servicing the contract shall be more than four (4) years old as of January 1, 2025, 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 City's streets.

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

Residential MSW

| Service Type | Chassis Make/Model/Yr. | Body Make Model/Yr. | Now Owned | Now On-Site | Anticipated Delivery Date |
|--------------|------------------------|---------------------|-----------|-------------|---------------------------|
| | | | | | |

Residential Recycle

| Service Type | Chassis Make/Model/Yr. | Body Make Model/Yr. | Now Owned | Now On-Site | Anticipated Delivery Date |
|--------------|------------------------|---------------------|-----------|-------------|---------------------------|
| | | | | | |

Residential 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 |
|--------------|------------------------|---------------------|-----------|-------------|---------------------------|
| | | | | | |

Commercial FEL Collection

| Service Type | Chassis Make/Model/Yr. | Body Make Model/Yr. | Now Owned | Now On-Site | Anticipated Delivery Date |
|--------------|------------------------|---------------------|-----------|-------------|---------------------------|
| | | | | | |

Roll-Off Container Collection

| Service Type | Chassis Make/Model/Yr. | Body Make Model/Yr. | Now Owned | Now On-Site | Anticipated Delivery Date |
|--------------|------------------------|---------------------|-----------|-------------|---------------------------|
| | | | | | |

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List the 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 pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How Contractor intends to provide service for the normal collection of garbage and recyclables. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's proposed method of collection for Brush and Bulky Items demonstrating the benefits of their approach. (Disaster events will be covered in a separate section). Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
3. List Contractor's procedures and the amount of time to promptly respond to and resolve problems that are communicated to Contractor by 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 City regarding these issues.
5. Describe Contractor's procedures to be used by City to schedule and assure reliable container delivery for new locations and special event collections.
6. Describe in detail Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events: spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to City, regulatory agencies, emergency response teams, etc.
7. Describe in detail Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to City, law enforcement, 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. Include all Texas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
9. **Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the division that will be responsible for the collection activity in City.** These scores will allow the scoring committee to compare your firm's injury rates to other firms in the same business, in the same locale.
TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.
DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.

Proposal Tab 7 – Transition Plan in Narrative Format

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, dumpsters, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).
- C. A detailed schedule for the transition.
- D. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed. There are no additional fees (fuel adjustments, etc.) to be considered other than those presented herein.

Important Note: All Fees submitted for Residential, Commercial, and Industrial services will exclude all Franchise Fees and are NET to the Contractor.

All submitted rates will be extended by the approximate quantities for residential, commercial, and industrial services as reflected within this RFP.

RESIDENTIAL RATES

1 x per week MSW Collection in Contractor-Supplied 95-gallon Cart with all waste in cart

Every Other Week Recycling Collection in Contractor-Supplied 95-gallon Cart

1 x week Brush/Bulky Materials Collection (max. 3 cubic yards per collection)

Total Price per home per month \$ _____

Rate per cart for extra MSW cart \$ _____

Rate per cart for extra Recycling cart \$ _____

Replacement Cart Purchase

Price for replacement solid waste cart (one-time fee) \$ _____

Price for replacement recycling cart (one-time fee) \$ _____

Rates for Collection of Unusual Accumulations – Any Option

Rate per hour for Vehicle (any type) and Crew* \$ _____

Disposal fee per yard collected \$ _____

***Fee to be determined by estimated time servicing the home, not portal-to-portal for each home**

Disaster Management Rates – Any Option

Rate per Hour for Roll Off Truck and Container \$ _____

Rate per Hour for Grapple Truck \$ _____

Rate per Hour for Rear Load Truck and Crew \$ _____

Disposal Fee per ton collected \$ _____

Small Commercial with Contractor-supplied 95-gallon Poly Carts

One Cart once per week \$ _____

Each Additional Cart (s) Once Per Week \$ _____

COMMERCIAL FRONT LOAD RATES

ALL NEW CONTAINERS – NO EXCEPTIONS ACCEPTED

Include all disposal costs. No Fuel Adjustments or Other Fees (i.e., Overages, etc.) will be Added.

| Size | 1x | 2x | 3x | 4x | 5x | 6x | extra |
|--------|----|----|----|----|----|----|-------|
| 2 yard | | | | | | | |
| 3 yard | | | | | | | |
| 4 yard | | | | | | | |
| 6 yard | | | | | | | |
| 8 yard | | | | | | | |

Casters (fee per month per container) _____

Locks (fee per collection per container) _____

Enclosures- no additional charge for this service

ROLL-OFF CONTAINERS

NO Non-Numerical ENTRIES ACCEPTED

Rates reflect all charges that will be assessed.

Roll-Off – Temporary

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|---------|----------|--------------|-----------|-------------------|
| 10 yard | | | | |
| 15 yard | | | | |
| 20 yard | | | | |
| 30 yard | | | | |
| 40 yard | | | | |

Roll-Off – Permanent

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|---------|----------|--------------|-----------|-------------------|
| 20 yard | | | | |
| 30 yard | | | | |
| 40 yard | | | | |

Roll-Off – Compactor –

| | Monthly Rental | Haul Rate | Disposal per Ton* |
|--------------------|----------------|-----------|-------------------|
| 30 yd SC** | | | |
| 35 yd SC** | | | |
| 40 yd Container*** | | | |

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

** On Self-Contained Compactor units, show the Monthly Rental as the fee per month for the compacting /container unit with ***NO CUSTOM ADDS*** such as chutes, hoppers, etc. that will be negotiated with the customer.

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

Relocate/Block Fee _____ per haul.

Proposal Tab 9 –Disaster Management Plan

If City 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 City's request, Contractor shall provide, at a minimum, additional Roll-Off Containers, and personnel during post-storm clean-up period as declared by City. Any charge for delivery, removal, and dumping of containers and other equipment will be billed to City in accordance with the fees set forth in Contractor's proposal.

Immediately upon City declaring a state of emergency, the Contractor shall be required by the contract to make available for use by and shall deliver to City up to ten (10) 30-yard Roll-Off Containers. City Manager or his/her designee shall direct the times and locations for the placement of the Roll-Off Containers and other equipment.

Describe in detail how Contractor can respond to a Disaster beyond the required placement of ten (10) 30-yard Roll-Off containers. 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 City when a Disaster is declared by the Mayor of City will be reflected in Tab 8.

Proposal Tab 10 – Exceptions or Modifications to the Contract Terms

N. APPENDICES

APPENDIX A: City Facilities At No Charge

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

| | | | | |
|--------------------------|-----------------------|----------|---------------------------|--------------|
| City Hall | 105 Eggleston | 1 | 8YD | 1X-WK |
| Public Works | 416 Greg Lane | 1 | 4YD | 1X-WK |
| Police Department | 402 W. Parsons | 1 | 95-Gal Trash | 1X-WK |
| Police Department | 402 W. Parsons | 1 | 95-Gal Recycle | 1X-WK |
| MANOR CITY YARD | 400 W PARSONS | 1 | 8YD | 1X-WK |

City Facilities Roll-Off Services

| SERVICE NAME | STREET | QTY | SIZE | AVERAGE HAULS PER MONTH |
|---------------------|------------------|------------|-------------|--|
| Public Works | 547 Llano St | 2 | 40yd | 2-3 |
| City of Manor | 15317 HWY 290 | 1 | 20 yd | New location added 2/22/24 |

APPENDIX B: Performance Bond Form

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

WHEREAS, the Principal has entered into a certain written contract with City, dated the__ day of _____, 2024, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2024.

Principal Surety

By_____

Title_____

Address_____

The name and address of the Resident Agent of Surety is:

APPENDIX C: Specifications For Carts

Vendors shall provide certification that the cart provided to the City is an injection-molded rollout container that contains two (2) hinge pins, two (2) plastic wheel assemblies, a solid steel axle, and is compatible with both fully and semi-automated arm lifter systems with a capacity of 95-gallons. Carts must be assembled and manufactured in the USA. The container must comply with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements. Per the ANSI Z245.30-2008 Standard, the rollout refuse container must accommodate a load of 335 lbs.

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

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

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

Markings for both MSW and Recycling Carts:

A Logo and Vendor Name and/or Logo hot stamped in white letters, which is to be water-resistant, approximately 1" in height on one side.

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

Recycling Carts shall be marked differentiating the cart for recycling. Contractor may elect to use the same lower body color as the MSW cart, but with a different color lid, or a completely different color for the cart body and lid. The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.

Delivery shall be F.O.B. City of Manor, Designated Staging Locations, TX 75462. City is willing to work with the successful vendor for designated staging areas.

City will require a sample from the successful vendor before the placement of the full order of poly carts.

APPENDIX D: Commercial and Roll-Off Matrices

Rates are current, quantities by size and frequency are estimated, but will be used to extend the rates proposed for each size and frequency in Proposal Tab 8.

| Size | 1x | 2x | 3x | 4x | 5x | 6x | Extra |
|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|-------|
| 2 yd price | 61.43 | 122.86 | 220.19 | | 472.62 | | |
| Quantity | 8 | 1 | 2 | | 2 | | |
| 3 yd price | 93.07 | 186.15 | | | | | |
| Quantity | 1 | 1 | | | | | |
| 4 yd price | 99.28 | 193.59 | 290.92 | | | 582.91 | |
| Quantity | 13 | 9 | 1 | | | 1 | |
| 6 yd price | 121 | 238.26 | 335.59 | | | | |
| Quantity | 5 | 4 | 12 | | | | |
| 8 yd price | 146.43 | 287.91 | 385.24 | 482.57 | | 677.23 | |
| Quantity | 14 | 9 | 11 | 1 | | 2 | |

Commercial Hand Collect using 1- 95 Gallon Poly Cart

| Quantity | Frequency | Rate |
|----------|-------------------|------|
| | One time per week | |

Roll-Off- Temporary EXCLUSIVE TO CONTRACTOR

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|----------------|-----------------|---------------------|------------------|--------------------------|
| 20 yard | 2 | | | |
| 30 yard | 1 | | | |
| 40 yard | 21 | | | |

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|----------------|-----------------|---------------------|------------------|--------------------------|
| 20 yard | 0 | | | |
| 30 yard | 0 | | | |
| 40 yard | 0 | | | |

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

| | Monthly Rental | Haul Rate | Disposal per Ton* |
|----------------------------------|-----------------------|------------------|--------------------------|
| 30 yd SC** | 0 | | |
| 35 yd SC** | 0 | | |
| 40 yd Receiving Container | 0 | | |

APPENDIX E: Residential Service Tonnage

Supplied by City for 2023

Residential Service Tonnage

| | RESIDENTIAL | RESIDENTIAL |
|------------------|--------------------|--------------------|
| MONTH | TRASH | RECYCLE |
| JANUARY | 644.56 | 131.44 |
| FEBRUARY | 496.65 | 88.43 |
| MARCH | 718.72 | 90.61 |
| APRIL | 728.26 | 109.42 |
| MAY | 800.52 | 75.09 |
| JUNE | 574.04 | 120.36 |
| JULY | 746.19 | 87.34 |
| AUGUST | 537.27 | 91.17 |
| SEPTEMBER | 547.34 | 106.08 |
| OCTOBER | 641.59 | 86.80 |
| NOVEMBER | 684.11 | 80.72 |
| DECEMBER | 653.66 | 77.45 |
| TOTALS | 7772.91 | 1144.91 |