

REQUEST FOR PROPOSAL

SOLID WASTE COLLECTION AND DISPOSAL

The City of McLendon-Chisholm is soliciting proposals to provide for the collection and disposal of residential and commercial solid waste and recyclable commodities. RFPs must be received not later than 2:00 p.m., August 31, 2018. RFPs submitted after that date and time will not be considered. The City reserves the right to reject any or all RFPs and to award a contract based upon the best value for the City. **This is an RFP, not a competitive bid process.** Proposals shall be sealed, clearly marked, and delivered to:

City of McLendon-Chisholm
City Secretary's Office
1371 W. FM 550
McLendon-Chisholm, Texas 75032

SECTION I: **INSTRUCTIONS TO CONTRACTORS**

1. SCOPE OF WORK

The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has approximately 654 residential customers and estimates there are eight (8) commercial accounts in the City.

A. Residential collection--Base Proposal:

1 (one) 90-100 gallons polycart for trash and 1 (one) bin for recyclables are to be provided to the Residential customers. Please provide the cost, if any, for additional carts and for a recyclable polycart as an alternative to the bin.

1. Trash collection is once a week.
2. Recycle collection is once a week, on the same day as trash collection, or alternate day approved by the City.
3. Monthly Bulk trash collection
4. Occasional collection of bulk materials dumped in the City as requested by the City Administrator.
5. Two (possibly three in the future) trash containers as needed for city hall property, emptied on a weekly schedule determined by the City and the Contractor.
6. Date Contract and services commence: January 1, 2019.

B. Alternate Proposal Items---

1. Residential Household Hazardous Waste Disposal: proposals for a single site, annual or semi-annual or other scheduled pickup would be welcome and considered.
2. Electronic waste disposal – proposals for a single-site annual or other scheduled pickup would be welcome and considered.
3. Additional cost, if any, for recyclable polycart as an alternative to recyclable bin.

Further details of the specifications are set forth below in Section II of this document. The Contractor is welcome to propose services and prices in the alternates that reasonably match the alternate proposal item descriptions, and which are calculated by the Contractor to be efficient and economical for both the City and to the Contractor shall be as follows:

Contractor shall bill Customers directly on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered or as agreed to by the City.

Commercial Matrix

Please provide your costs for services requested below:

Size/Pickup	<u>1x Week</u>	<u>2x Week</u>	<u>Bi-Monthly</u>	<u>Monthly</u>
2 Cu Yd.				
4 Cu. Yd.				
6 Cu. Yd.				

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum Proposal entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Proposal only. The City is to decide which alternates if any would be added to the base Proposal. One rate will be then established for the Customer which includes the Base Proposal including any fees for billing.

Seven (7) bound copies of the Proposal and one unbound suitable for reproduction, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste and Recycling". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to August 31, 2018. Any Proposal received after 2:00 p.m. on August 31, 2018 shall not be considered.

3. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the

selected Contractor have executed the Contract, or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

4. EVIDENCE OF INSURANCE

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The City will not be responsible for the negligence of the Contractor, or any of its agents, employees, or customers.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

The City may, at any time request proof of current insurance on any one or all of the coverage's required below. The failure to maintain current insurance as required below may result in the termination of the contract, save and except the Contractors obligations to indemnify the City from all claims.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive and General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor may submit their contract form, so long as it contains all of the requirements of this RFP, and all requirements of the City necessary for solid waste service in the City. The City may submit its own contract form in the event the proposed form from the Contractor is not satisfactory.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's Proposal Security (section 3. above) may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. SECURITY FOR FAITHFUL PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in Texas stating that a Performance Bond will be furnished by it to the Contractor submitting the Proposal in the event it is the successful Contractor. The original Performance Bond shall be produced by the Contractor within 5 days of the award of the Contract, or the penalties for abandonment of the Proposal per section 5 above may be imposed. Said performance bond must be in an amount equal to \$100,000 for the term of the contract.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

7. POWER OF ATTORNEY

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

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

9. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications in Section II below.

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

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

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

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

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via email, and if explanations are necessary, a reply shall be made in the form of email. Every request for such explanation shall be in writing addressed to lisa@mclendon-chisholm.com. Statements by any person, previous to the award, shall be non-authoritative and not binding.

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

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

11. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

Each contractor shall provide the following:

- a. for independent Contractor's—name, office and home address, phone numbers, email addresses, fax numbers, federal tax id number, and copy of assumed name certificate, if any.
- b. for all other legal entities, including and not limited to corporations, LLC, LLP, Joint Ventures, or any other legal form of operating entity, a copy of same Articles of Incorporation, or Certificate of Formation, or similar document, as filed in Texas, all of the information in a. above for the entity, and the president, chairman, and/or managing partner, together with a certificate of good standing from the Texas state Comptroller or Texas Secretary of State, as applicable.
- c. If the Contractor is a joint venture consisting of a combination of any or all of the above entities, the managing partner shall execute the Proposal, and all partners shall be fully identified.

12. COMPETENCY OF CONTRACTOR

Proposal will be opened by Staff after the submittal date and reviewed at a Council Meeting on the first practical date following the submission deadline. The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The City will require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the City.
- (c) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

13. QUALIFICATIONS OF CONTRACTOR

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

- (a) Evidence that the Contractor can commence performance as required in the Contract Documents. Evidence should include a list of all customers In the North Texas area including the contact information of the person managing the account.
- (b) Evidence, in form and substance satisfactory to the City, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the City, that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.
- (e) Add in here the reports of prior work, accident history, recycling, or other information the mayor or others are interested in.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

14. DISQUALIFICATION OF CONTRACTORS

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

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as availed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, based on references provided by Contractor
- (d) Default on a previous City contract for failure to perform.

15. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

16. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within 30 days following the date Proposals are reviewed by Council.

17. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, Contractors, and subcontractors, shall comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, Contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

18. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

19. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a bin or polycart.

20. MATERIAL

The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- HDPE and PET Plastic Bottles #1, #2
- Cardboard
- Materials may be added or deleted by mutual consent of the City and the Contractor.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.

The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

21. REPORTING REQUIREMENTS

Contractor shall provide the City with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected, including trash and recyclables.

22. TERM

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

23. REMUNERATION

Contractor shall quote a rate for service per household per month. The Contractor shall bill the Residential Units and shall pay the Contractor on a monthly basis. The City does not assume any unpaid customer balances.

Contractor shall quote rates for commercial and industrial services. Contractor shall bill commercial and industrial customers directly.

Base rate adjustments will be considered by the City no more than once per year during the life of the contract. Base rate adjustments will be based on fuel costs or similar operating cost increases and must be approved by Council. The Contractor will make a request to the City Secretary a proposal for cost increase be placed on a City Council agenda for consideration.

SECTION II:
GENERAL SPECIFICATIONS

1.00. DEFINITIONS

1.1 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. [All bags must be placed inside the polycart provided.]

1.2 Bin (Residential): Receptacle for recyclable materials designed to be carried or rolled to a pickup location.

1.3 Brush: Plants or grass clippings, leaves or tree trimmings.

1.4 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

1.5 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards (6' x 3' x3').

1.6 City: The City of McLendon-Chisholm, Texas.

1.7 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.8 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

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

1.10 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

- 1.11 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.12 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.13 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.14 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.15 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.16 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.
- 1.17 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.18 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.
- 1.19 Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 1.20 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.21 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 - 100 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.22 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
- 1.23 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.24 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.25 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling

within any such Residential Unit shall be billed separately as a Residential Unit.

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

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

1.28 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

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

1.30 Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

2.1 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2.2 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.3 Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.4 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the contract.

3.00. COLLECTION OPERATION

3.1 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

3.2 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.3 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

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

New Year's Day Memorial
Day Independence Day
Labor Day Thanksgiving
Day Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday or as prearranged and approved by the City Administrator.**

3.5 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a quarterly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will provide and maintain one point of contact with the City for all McLendon-Chisholm customers.

3.6 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter capacity, single-axle collection trucks for all collections throughout the City. Contractor shall, hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

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

3.8 Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide thirty (30) hauls at no charge, per contract year. Contractor shall furnish, at no charge, 3,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City of McLendon-Chisholm, pick-up schedule for recyclables and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier.

3.9 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the customer at the premises to property contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

3.10 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

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

4.00 LICENSE AND TAXES

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

5.00 INDEMNITY

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6.00 REMEDY

The City's remedy for breach of contract under the Contract to be awarded, or the Contractor's failure to perform shall be to make demand under the terms of the Performance Bond, the liability insurance required of the Contractor, and the indemnity provisions of the Contract.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the duties and liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

9.00 COMMERCIAL BILLING

The Contractor will provide billing and collection services for all commercial accounts.

10.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. All records will be retained according to the Texas State Library and Archives Records Retention Schedule and the Contractor shall be responsible for retaining said records and providing said records upon demand. At such time records are legally destroyed, a completed destruction schedule form approved by the Texas State Library and Archives containing reports of records destroyed shall be provided to the City Secretary.

11.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a fifteen-day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

12.00 NOTICES

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

If to the City, at: City of McLendon-Chisholm
1371 W. FM 550,
McLendon-Chisholm, TX 75032

ATTN: City Administrator

If to the Contractor at:

ATTN: _____
(TITLE)

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

13.00 FORCE MAJEURE

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

14.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document. The contractor agrees the City has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

**SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION and PROCESSING**

The proposal amount is for a Base Proposal only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal, and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection and Processing for the City of McLendon-Chisholm, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE PROPOSAL (Residential):

- A. Fully Automated Solid Waste Collection**
Once a Week Collection, One (1) 90-100 Gallon Polycart \$ _____
 - B. Recyclable Materials Collection and Processing**
Once a Week Collection, One (1) bin or polycart \$ _____
 - C. Solid Waste Removal Service at:**
City Hall, and other municipal facilities as needed \$ _____
 - D. Monthly Bulk Waste Collection** \$ _____
- **TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL:** \$ _____

Alternate 1	Annual Residential Single Site Household Hazardous Waste Collection	\$ _____
Alternate 2	Annual single site Electronic Waste Collection	\$ _____
Alternate 3	Recyclable polycart as an alternative to recyclable bin	\$ _____

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF MCLENDON-CHISHOLM, TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION and PROCESSING BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

INDIVIDUAL PARTNERSHIP CORPORATION

JOINT VENTURE

CERTIFIED STATEMENT

I, _____, authorized representative for _____ hereby certify that all of the following supporting data and statements provided by the Contractor, as required in the City of McLendon-Chisholm’s Request for Proposal on Solid Waste, are true and complete and should be used in determining whether our company is a qualified, responsible vendor.

Print Name
Title_____

Signature

Company Name

Address_____

Telephone: _____

State of Texas)
County of _____)

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, State of Texas

**SOLID WASTE COLLECTION
REQUEST FOR PROPOSAL
Qualification Checklist**

Name of Company: _____

- _____ 1. Initialed Original RFP
- _____ 2. Enclosed seven (7) bound copies of RFP and one unbound copy.
- _____ 3. Proposal Bond _____ or \$15,000 Certified Check _____
- _____ 4. Letter from Surety Co. stating ability to secure performance bond of \$250,000.
- _____ 5. Certificate of Insurance showing limits:
 - Workers Compensation
 - \$1,000,000 Comprehensive and General Public Liability
 - \$1,000,000 Property Damage
 - \$1,000,000 Comprehensive Auto Liability - Bodily Injury
 - \$500,000 Comprehensive Auto Liability - Prop. Damage
- _____ 6. Itemized List of Equipment available for use of Contract.
- _____ 7. Latest Financial Statements
- _____ 8. Evidence that Contractor is in good standing with State Law
- _____ 9. Evidence that Company has been in business for five (5) years with actual operating experience in refuse collection and disposal, recyclables collection and processing.
- _____ 10. All other specific information required by Proposal documents.

_____ **Qualified** _____ **Disqualified**

Reviewed by: _____