

CITY OF WOLFFORTH TEXAS

**City of Wolfforth
Request for Proposals for Solid Waste Collection and Disposal**

For the Period April 1, 2025, through March 31, 2030

Virtual Pre-Application Conference: November 6, 2024 11:00 A.M.

Proposal Due Date: December 3, 2024 2:00 P.M.

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A. NOTICE TO PROPOSERS

Sealed proposals shall be received by the City of Wolfforth Texas (“the City”), at the City Secretary’s Office, 302 Main St, Wolfforth, TX 79382 until 2:00 P.M. CST on December 3, 2024, at which time proposals duly delivered and submitted shall be considered for the City of Wolfforth Solid Waste and Disposal Services Request for Proposals.

All Proposals shall be prepared and signed by the proposer in the form attached hereto. **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 shall be completed in full in ink or typewritten.

Delivery of Proposals

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

One original (so marked) and a thumb drive with an electronic copy of the proposal in .pdf format shall be submitted in a sealed envelope or box. The outside of the envelope or box should be marked:

Attention: Terri Robinette, City Secretary, City of Wolfforth
“Solid Waste Collection and Disposal Services Proposal”
Proposer’s Name
Contact Person and email address
Proposer’s Address
Proposer’s Telephone Number

Pre-Application Conference:

Date: November 6, 2024

Time: 11:00 AM

Location: Virtual – Teams Meeting

Teams Meeting Link

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGM4OTE2MWUtN2RIOC00M2RkLWE3NmUtYzhkMjVhNDQ4ZDdm%40thread.v2/0?context=%7b%22Tid%22%3a%22c916e53d-8d4d-41bc-83d0-1cb7ce116829%22%2c%22Oid%22%3a%22bb5fce61-958e-4251-bee0-bd04591a32a1%22%7d

Meeting ID: 244 984 297 469

Passcode: WaEyFd

Right to Reject

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

Open Records

The City is subject to the Texas Public Information Act (“the Act”), a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City shall 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 the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements shall be enforced during the proposal process:

1. All requests for information shall be made in writing to: Terri Robinette, City Secretary, trobinette@wolfforthtx.us.
2. Replies to all questions or requests for clarification from proposers will be posted on the City Website. No direct contact with or lobbying of city management, members of the RFP evaluation committee, or the Wolfforth City Council shall be permitted during the RFP process after the RFP is released to the public; and
3. No gifts, lunches, or other gratuities shall be accepted by the City during the RFP process.

Vendors not complying with the above requirements shall be disqualified from consideration.

Information Contained in the RFP

The information outlined in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential and commercial solid waste services to the City’s residents and businesses and is not intended to be all-inclusive or to contain all of the information that a prospective proposer may desire. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will, or could, affect their performance including costs of providing the requested services.

Proposal Content as Basis for Contract

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

Schedule or Other Addendums to the RFP

Schedule changes or other addenda to the RFP will be posted on the City Website.

B. SCHEDULE OF ACTIVITIES

October 28, 2024	RFP Released and Published
November 6, 2024, 11:00 A.M.	Pre-Proposal Conference Call Held
November 13, 2024, 4:00 P.M.	Deadline for questions prior to proposal due date (Answers to questions will be posted on City Website)
December 3, 2024, 2:00 P.M.	Sealed proposals due
Week of December 9, 2024	Finalist interviews held
December 16, 2024	Staff recommendation to City Council
Week of January 9, 2024	Customer Education Period begins
April 1, 2025	New contract service period begins

C. IMPORTANT INFORMATION TO PROPOSERS

Invitation for Proposals

The City of Wolfforth invites sealed Proposals for the exclusive right to provide:

1. Residential solid waste collection and disposal, consisting of a mix of Dumpster and Cart Service
2. Optional Residential household hazardous waste collection and proper disposal
3. Roll-off collection and disposal of residential brush and bulky waste from City staffed facility
4. Residential Unusual Accumulation collection and disposal, as requested by a customer for additional charge
5. Commercial dumpster collection and disposal
6. Permanent roll-off collection (open-top and compactors) and disposal

The City estimates approximately 3,159 total residential customers are located within the City and will be receiving services. Services are a mix of curbside cart service and alleyway dumpster service. The type of service is decided by the city. Currently 542 of those residential customers receive curbside Cart service. The remaining customers (2617) are serviced by Dumpsters in a mix of paved and unpaved alleys. Of the 542 customers receiving Cart Service, 107 are serviced with 2 carts. Currently, carts are serviced once per week and dumpsters are serviced twice per week.

Additionally, there are approximately 125 commercial customers serviced by a total of 169 Dumpsters. Dumpsters range in size from 1.5 yard side-load containers to 8 yard front-end load containers. Current commercial customers are serviced between 1 and 5 times per week. Commercial customers do have the option to request additional dumpster service above their regularly scheduled service. There are a number of City Facilities to be serviced at no charge (see Appendix A). The proposed scope of work is described in detail in this Request for Proposals.

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

1. A Proposer who submits a Proposal does so without recourse against the City, its staff, or Contractors for either rejection by the City or failure to execute an agreement with such Proposer.
2. The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City's Code of Ordinances, without qualification, including, but not limited to the following:
 - a. Selection of any Proposal;
 - b. Waiver of any formality, technicality, or irregularity in Proposals received;
 - c. Rejection of any Proposals which are not legible, not complete, or contain irregularities;
 - d. Rejection of any Proposals not received on or before the due date and time specified; and
 - e. Seeking clarification from Proposers concerning Proposals
3. In order for a Proposal to be considered eligible, the Proposal must be:

- a. Properly and fully completed (in ink or type);
- b. Digitally signed or signed in Blue Ink on all pages where signatures are requested by an authorized contracting agent of the proposed with each page of the RFP documents initialed; and
- c. Filed with the City of Wolfforth at the Office of the City Secretary, City Hall, 302 Main Street, Wolfforth, Texas 79382, no later than 2:00 P.M. CST on December 3, 2024.

Required Format of Proposal

1. The Proposal must contain ALL of the required paperwork.
2. ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to proposer’s brochures, flyers, or websites will not be accepted as an answer.
3. Refer to the checklist that follows to assist in the submission.

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

Sealed Envelope or Box with the Proposer’s name and address in the upper left-hand corner and marked as indicated in <u>Delivery of Proposals</u> . The envelope or box must contain one original (so marked) and a thumb drive with an electronic copy of the proposal in .pdf format with the original digitally signed or signed in BLUE ink.
1. Proposal Cover Sheet/Acknowledgement of Addenda signed by the authorized Contractor/Proposer
2. Declarations
3. Proposal Bond
4. Non-Collusion Affidavit and Conflict of Interest Questionnaire
5. Power of Attorney (if necessary)
6. Proposal Tab 1 – Past Performance and Experience of Contractor
7. Proposal Tab 2 – Facilities (includes Forms 3 and 3-B)
8. Proposal Tab 3 – Experience of Personnel
9. Proposal Tab 4 – Equipment
10. Proposal Tab 5 – Operational Plan and Safety Record Report (in Detailed Narrative Format)
11. Proposal Tab 6 – Rates and Services
12. Proposal Tab 7 – Proposed Holiday Closures

Proposal Cover Sheet and Acknowledgment of Addenda

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

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer’s qualifications.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal to obtain for itself or any other Proposer an advantage over any other Proposer or the City of Wolfforth.

In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for a period of one-hundred twenty (120) days after the date of receipt of Proposals and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified unless advance written consent for such withdrawal is granted by the City.

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

Social Security or Federal Tax Identification Number: _____

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

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 has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above Proposal, and he 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 Bid Bond in the sum of \$50,000 made payable to The City of Wolfforth which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Proposal is accepted by the Owner within 120 days after the Proposals are received and the undersigned fails to execute the contract and the required bond for the Owner 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 LUBBOCK §

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

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Respondent, or potential Respondent.
2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor the approximate amount of this response has been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this Request for Proposal, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or another form of complementary Response.
4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____ (name of firm), its affiliates, subsidiaries, officers, directors, members, partners, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Wolfforth of the facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature _____ Name: _____

Title _____

Sworn to and Subscribed before this _____ day of _____, 20__

(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 the City Council of Wolfforth 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 State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City Council of Wolfforth must complete Form 1296 – “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.

Certification Regarding Boycotting Israel

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Texas Government Code, Section 808.001, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller’s office under Texas Government Code Sections 806.051, 807.051, or 2252.152.

Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association

In compliance with Texas Government Code, Title 10, Subtitle F, Chapter 2274.002, Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Certification Regarding Boycotting of Certain Energy Companies

In compliance with Texas Government Code, Title 10, Subtitle F, Chapter 2276.002, Contractor certifies that Contractor does not boycott energy companies and during the term of the contract will not boycott energy companies.

Agreement Cancellation

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

D. OVERVIEW

Contract Term

Initial Term. The Initial Term of the Contract shall commence on April 1, 2025 (the “Commencement Date”) and shall end on March 31, 2030, unless otherwise extended or terminated earlier as provided in this Contract.

Extension Term. Upon approval by the City Council of the City of Wolfforth, the Initial Term may be extended by contract of the Parties for an additional five (5) year term upon the same terms and conditions as stated in the final contract.

Conditions

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

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

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

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

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

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

Agreements with the selected proposer will require the selected proposer to provide worker’s compensation insurance, commercial general liability, automobile insurance, and any other insurance that the City or the State of Texas may require. Such policies (except worker’s compensation) must be endorsed to include the City as an additional named insured, and all policies must be endorsed to waive subrogation against the City. The agreement with the selected proposer will also require indemnification of the City, its officers, and employees by the selected proposer in form and substance satisfactory to the City Manager and the City Attorney.

Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. In addition, the City may require other

forms of assurance from the selected proposer of successful completion of the development.

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.

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

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

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

Disclaimer

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

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

The City and its advisors shall have no obligation or liability 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 the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.

Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make an award pursuant to such submittal, or in any cancellation of an award, or any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.

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

Discovery

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

Contractor Responsibilities

The City of Wolfforth (“the City”) desires to contract for solid waste collection and disposal services that will provide excellent customer service with maximum diversion. The City is looking for a Contractor with not less than five (5) years of experience providing residential solid waste and collection services in communities with a customer count similar in size to the City’s customer base, or larger, 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 A.M. to 7 P.M. Central Time, Monday through Friday, 7 A.M. to 2 P.M. Saturday, except contractually allowed holidays. Hours of operation for Customer Service are Monday through Friday, 8 A.M. to 5 P.M.
4. Designated Person as primary contact responsible for City of Wolfforth Account.
5. With respect to solid waste collection and disposal services, capable and willing to provide:
 - a. Residential dumpster garbage collection and disposal twice a week and 95-gallon Poly Cart garbage collection and disposal once a week (as outlined in this RFP);
 - b. Roll off service consisting of Brush and or Bulky Waste collection disposal from the City’s designated collection site on an as needed basis and at the request of the city.
 - c. Commercial and Industrial container provision, collection and disposal; and
 - d. Optional annual Household Hazardous Waste Collection and disposal.
6. Vehicles used for collection with the City at any point within the term of the Contract shall not be older than ten (10) years without the written approval of the City.
7. Contractor shall provide an app or other electronic methods of communication to inform and update customers.

Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment materials, supplies, and utility services required for providing all services in accordance with the contract entered pursuant to its proposal;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by the contract;

4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes and Franchise Fees;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of all collected MSW at a permitted MSW Landfill;
9. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
10. Collecting all missed pickups (for any service provided) within 24 hours (Friday misses will be collected on Saturday).

Background Information

The City's current contract for solid waste expires on March 31, 2025. The current contract provides for residential, commercial, roll-off, and City services. The current contractor is responsible for the proper disposal of all solid waste.

Under the current contract, the contractor provides solid waste services to approximately 3,159 residential accounts. The current service consists of curbside cart service for areas that do not have alleyways and Dumpster service for residential areas with alleyways. In residential areas serviced by Dumpsters, service is provided two (2) times per week. Dumpsters are strategically placed in neighborhoods based on the number of occupied residences with a maximum of four (4) households per three (3) yard container ratio. Each residence serviced by cart is provided one poly-cart with a customer option of a 2nd poly-cart at an additional monthly expense. Residential accounts serviced by carts are serviced one (1) time per week.

In addition to providing residential services, the current contractor provides solid waste services to approximately one hundred twenty five (125) commercial units which includes City facilities, Frenship ISD facilities, multifamily buildings, and various other types of commercial businesses.

Currently commercial units receive solid waste services via dumpsters. These dumpsters are a mix of Front-End Load and Side-Load dumpsters with sizes ranging from 1.5-yard containers to 8-yard containers. The estimated current number of commercial accounts, dumpster size, dumpster type, and quantity are listed in Appendix D.

The City operates a Convenience Station, consisting of two (2) 40-yard Roll-Off containers, for the use of City residents. The City provides the personnel to operate the site which is open to the public by appointment. One (1) of these containers is for garbage and is serviced by the current contractor on an "upon request" basis. The other container is for metal and is not provided or serviced by the current contractor. The city intends to expand this service, and it is expected that

this will necessitate an increase in the number of roll off containers at this location and an increase in the frequency of service. The containers will still be serviced on an as needed basis and at the request of the city.

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

Definitions

The words and phrases used in this RFP shall have the following meanings unless the context indicates a different definition.

“Brush” means any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs should not exceed four (4) feet in length and not exceed four (4”) in diameter. All Brush must be tied and bundled with no bundles exceeding forty (40) pounds in total weight. The term "Brush" specifically excludes debris resulting from the services of a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

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

“Cart” means a 95-gallon plastic receptacle issued by Contractor to Residents, equipped with wheels, handles, and a tight-fitting cover, designed for automated waste collection vehicles.

“City” means the City of Wolfforth, Texas.

“Collection” means the act of removing Refuse, Brush, and Bulky Waste for transport to a Disposal Facility.

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

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

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

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

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

“Container” generalized term for a variety of receptacles referred to in this RFP.

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

“Curbside” means the area within 3 feet of the curb, or edge of pavement where no curb exists, that provides primary access to the Unit as designated by the City that does not interfere with or endanger the movement of vehicles or pedestrians.

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

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

“Dumpster” means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate.

“Disposal Facility” means a facility or area of land receiving MSW and operating under the regulation and authority of the Texas Commission on Environmental Quality (“TCEQ”) within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

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

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

“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. § 6901, et, seq., as amended.

“Household Hazardous Waste” or “HHW” means items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection

Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, certain automotive products, household insecticides and maintenance chemicals, liquid paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

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

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

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

“Missed Collection” A missed collection occurs when a customer: 1) reports a missed collection, 2) the address was not reported by Contractor as an unacceptable set-out or an inaccessible dumpster due to alleyway condition and 3) Contractor cannot provide data demonstrating that a collection vehicle traveled on the street or alleyway and collections occurred during the day of the complaint (reflecting that the resident did not have the waste set out on time).

“Municipal Facilities” means any property owned or controlled by the City.

“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.

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

“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.

“Refuse”: Same as Rubbish.

“Residential Unit” means a residential dwelling, within the City’s territorial boundaries, occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when water services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

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

“Residential Waste” means all Refuse, Garbage, and Rubbish, and other Solid Waste generated

by a Customer at a Residential Unit.

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

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; non-combustible 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).

“Sanitary Compactor Unit” means a unit in which the compactor is integrated structurally to the compaction container and the entire machine is taken to the disposal site.

“Solid Waste” means garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, other discarded materials including solid, liquid, semi-solid, or containing gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and 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".

“Storm Event” means an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, ice storms, etc. affecting residents and causing generation of greater than normal Brush, Bulky Waste and MSW and that requires the City to use additional resources or equipment outside normal operating procedures to collect and dispose of the volume of Storm Debris generated.

“Storm Debris” means waste materials including building materials, sediments, vegetative debris,

personal property, and other materials resulting from a Storm Event. Storm Event debris may be generated by any other sector affected by a Storm Event (e.g. households, businesses, government, etc.)

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

“Unusual Accumulations” as to Residential Units, means any Waste placed Curbside for collection above the volumes permitted by the Contract, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

“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.

“Week” means a period of seven days beginning on a Sunday and ending on a Saturday.

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

E. EVALUATION AND AWARD CRITERIA

City Council Award

All proposals will be evaluated by City Staff and/or City Advisors who will recommend the best and most advantageous proposal to the City Council for the award.

Criteria for Evaluating Proposals

The evaluation of proposals will consist of a review of the written proposals. Based on the results of the evaluation of the written proposals, interviews will 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 the City based on the proposal evaluation criteria.

Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	10%
Experience Providing Like-Services to Like-Sized Cities	20%
Operational Plan in Narrative Format	10%
Transition Plan to New Vendor and/or Service Model	15%
Customer Service, Contract Compliance Reporting, the use of GPS & Support	20%
Competitive Cost of Proposal Important Note regarding Cost of Proposal: The City wishes to maintain a balance between rates charged to Commercial/Industrial customers relative to the rates charged for Residential accounts. The overall (extended) rates for all services will be compared for scoring this section. A pricing imbalance for any service line of the overall contract cost will negatively impact the proposer’s pricing score.	25%

F. SCOPE AND SERVICE SPECIFICATIONS

Description of Services

Services will include:

- 1) Residential solid waste collection and disposal (Dumpster and Cart Service)
- 2) Optional annual Residential Household Hazardous Waste collection and proper disposal
- 3) Roll off collection and disposal from the city operated facility, consisting of residential Brush and Bulky Waste
- 4) Residential Unusual Accumulation collection, at the request of a Customer for an additional fee
- 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:

Contractor shall provide two (2) times per week collection of MSW with the Contractor supplying Dumpsters in areas of the City that have alley trash service or as otherwise designated by the City. (maximum 4 homes to one 3-yard container ratio). Such collection shall generally be no less than 48 hours from the previous collection.

Contractor shall provide one (1) time per week collection of MSW with the Contractor supplying the Cart(s) to each residence in areas of the city that do not have alleyways or as otherwise designated by the City.

All waste is to be contained within the Cart or Dumpster and Contractor shall have no responsibility to collect waste outside of the Cart or Dumpster. Residents in areas serviced by Carts may obtain an additional Cart to contain overflow. Contractor shall provide a proposed schedule and map of sectors. Contractor shall collect Carts that are placed Curbside (exception listed under “Collection Assistance” on page 27)

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

Residential Brush and Bulky Waste Collection

The City currently offers residents the opportunity to dispose of Brush and Bulky Waste at a city facility that consists of one (1) roll-off container for accommodating this service. Currently, residents must make an appointment as the facility is not staffed on a regular basis. This roll-off is serviced on an as needed basis and at the request of the City.

It is the intent of the city to expand to a staffed facility which will necessitate an increase in the number of roll-offs at the facility. These roll-offs will be serviced by the contractor on an as needed basis and at the request of the city.

Residential Unusual Accumulation Collection

It is the City’s intent that a customer can request an Unusual Accumulations Collection for a fee (set forth in Proposal Tab 6). The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer prior to commencing work. This service will be managed and billed to the customer directly by the contractor and has no effect on any other requirements contained within the contract between the City and Contractor. Contractor shall be responsible for submitting franchise fees, associated with this service, to the City.

Storm Debris

The collection and disposal of Storm Debris is not included within this Contract and shall be governed by a separate, written agreement to be negotiated by the parties, containing terms acceptable to both parties, in each party’s sole discretion. The City shall give the Contractor the first right and opportunity to enter into such negotiations with the City, and both parties agree to conduct such negotiations in good faith.

Optional Household Hazardous Waste Collection

This is a service that the City is considering offering citizens. Contractor shall arrange for, and

provide a price for, collection of HHW materials. This service will be offered to residents twice a year on or about the same days each year. Collection will be at a centralized citizen drop off location, specified by the City, and staffed by the contractor.

Alternatives to the Required Specifications

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on base services as described in this RFP and then propose the innovative service as an alternative to the base service so that the City may determine the best option for its residents. The description of the alternative service should be provided with the proposal submission. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 6 for the Base Residential service.

OSHA, Health, and Environmental Laws

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

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

Exclusive Collection Area

The successful proposer shall have the exclusive right to provide all solid waste collection services to residential units and commercial units within the City's territorial jurisdiction. The exclusive right does not include the provision of solid waste collection services to construction projects within the City. The successful proposer, not the City, shall be solely responsible for defending the rights granted to the successful proposer herein against third parties.

Residential Dumpster Placement

Contractor shall be responsible for the placement of Dumpsters in residential areas serviced via alleyways. At a minimum, the contractor shall maintain one three (3) yard Dumpster to every 4 homes ratio. Contractor shall collect waste contained within the Dumpster and Contractor shall have no responsibility to collect waste outside the Dumpster.

In the event alleyways are inaccessible due to weather related issues contractor may be required to, at no additional charge, place additional dumpsters in areas that can be serviced by contractor, at the request of the City.

Additionally at no additional charge, Contractor agrees that, at the request of the city, contractor will place additional dumpsters and/or containers for the collection of extra waste generated during specific holidays.

Cart Placement for Collection

Contractor shall collect Carts that are placed Curbside (exception being Collection Assistance).

All waste is to be contained within the Cart and Contractor shall have no responsibility to collect waste outside of the Cart.

Collection Assistance

If the City deems all residents of a Residence are disabled or due to age or verified physical limitations cannot safely move their Cart to the curb, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied at no additional charge. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor. Residential areas within the city that are serviced by carts are within relatively new developments and there are currently no residents receiving collection assistance.

Holidays

Proposer shall provide a list (Proposal Tab 7) of proposed Holidays on which Contractor will not be performing collections or on which the Contractor Customer Call Center will not be in operation. Additionally, contractor shall indicate how the contractor intends to make up for the missed holiday service.

Commercial Dumpster Collection

Contractor shall make weekly collections at all Commercial Units, as per the City's arrangement with the Commercial Unit and as billed by the City, and at sufficient additional intervals necessary to perform adequate services and to protect the environment.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer. If a Dumpster is located within an enclosure, and the enclosure gate(s) are closed when approached by the driver, the gates are to be closed again before departure. If the gates are left open upon approach, the Dumpster can be emptied, and the gates can remain open upon departure.

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

No Roll-Off Container should be overloaded to the point where the tarp will not properly cover the load. The Contractor may decline to empty a Roll-Off Container until the Customer unloads the Roll-Off container to the point where the load may be safely tarped before transport. The contractor will notify City Staff of the inability to service the container. If the container is a commercial container the contractor will also notify the business responsible for the container.

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 Dumpster, the Contractor shall perform the necessary clean-up of the windblown litter.

Stationary Compactor Units

To those businesses that utilize Stationary Compactor Units, Contractor 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 6.

Education Campaign

To inform and educate all customers regarding Contractor's commencement of services pursuant to this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each customer at least one (1) time approximately two (2) weeks before the commencement of collection by Contractor, which brochure shall, at a minimum, describe the upcoming changeover in the provider of Municipal Solid Waste Collection, the date Contractor will start providing such services, Contractor's contact information to be used by customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City enough additional copies of the above-described brochure to allow City to provide to people requesting such information; and
- (c) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify customers of this transition.

City Facilities and Special Events

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

G. COLLECTION EQUIPMENT

Vehicle Specifications

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At no time shall a vehicle be used for collection that is older than 10 years without the expressed written consent of the City. All vehicles shall be kept in a clean and sanitary condition, and shall meet all applicable state and federal safety standards. Contractor shall obtain

all required operating permits and registrations.

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

Collection vehicles shall be sufficient to service all Customers at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts, Dumpsters, or other 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.

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

Contractor shall, if necessary, access temporary replacement equipment and vehicles to be able to maintain a consistent level of collection services as required by this Contract.

Supplying Carts

Contractor agrees to provide one new Cart for Waste to each Residential Unit as designated by the City a minimum of five (5) days prior to the Commencement Date. Upon notice from the City, the Contractor agrees to provide one new Cart for waste as designated by the City, to new Residential Units constructed within the City during the Term of the Contract. New Carts will be provided with written instructions for proper use, including any resident actions that may void manufacturer warranties, such as placement of hot ashes in the Cart. Customers who receive cart service have the option to request one (1) additional cart, which will be billed monthly to the customer for the additional service at a rate agreed to within the contract. The additional cart must be delivered to the customer within seven (7) business days of the date the contractor is notified of the request.

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

The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. If a Cart is damaged while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. If the customer insists on a new cart instead of reconditioned, customer will be billed for the new container. The contractor will be responsible for responding to requests from and delivering carts to residents who need a cart replacement. Contractor shall deliver a cart within two (2) business days after receiving notice. Ownership of Carts provided by Contractor shall rest with the Contractor.

Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

Supplying Containers

The successful proposer will be responsible for the purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to all containers owned and provided in accordance with this contract..

Prior to the beginning of the Contract, Contractor shall provide containers for collection to all customers as directed by the City. Dumpsters for Garbage Collection to all residential areas serviced by Dumpster service shall be provided at a minimum ratio of one three (3) yard container per every four (4) homes unless otherwise specified by the City. Dumpsters will be standard Containers capable of being serviced by side load collection vehicles. Residential Dumpsters shall be in alleyways, or in areas agreed to by the City, in a manner satisfactory to the City and convenient for collection by Contractor. Non-residential Dumpsters and Roll-Off containers shall be located on the premises in a manner satisfactory to the City and the customer and convenient for collection by Contractor. The City shall mediate any disagreements over container placement, and the City's decision shall be final and binding.

Contractor is not required to collect from Dumpsters or Roll-offs if access on private property is blocked.

Dumpster Standards

Dumpsters shall be painted a uniform color, bear the name and telephone number of the Contractor, and a serial number coded for Container size. Dumpsters placed for the collection of wet or odorous wastes shall be painted or changed out, at least once every 2-1/2 years or as deemed necessary by the City, in the City's sole discretion. Contractor is responsible for removing graffiti from its Dumpsters within five (5) business days of notification.

Dumpster Installation and Maintenance

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

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

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

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

Dumpster Repair or Replacement

Dumpsters shall be maintained in a manner that does not pose a health or safety risk.

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

Contractor shall be responsible for the repair of all Contractor Dumpsters damaged due to the Contractor's negligence.

Contractor shall repair or replace within five business days any Dumpster that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

H. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (should this occur) and current service levels, to the successful Proposer and new service levels. *The proposed Transition Plan is of critical importance to the City.*

In the Transition Plan, Proposer must describe the following:

1. Individual or group of individuals that will oversee the execution of the Transition Plan.
2. 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).
3. A detailed schedule for the transition.
4. 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.
5. Demonstrate how Contractor will work with City to get relevant information about the new service levels, collection maps, how the complaint process will work either by telephone call to Contractor's designated local/toll free number, or by email to Contractor, onto the City's website.
6. Demonstrate Contractor's ability to contact, by text or reverse 9-1-1 technology, Customers that will be affected by an event that will delay the provision of collection service (ice storms, etc.). City will provide contact numbers to be utilized for this service.

I. COMMUNICATION AND MEETINGS

Point of Contact

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

Contractor's Office and Contact Information

Contractor shall maintain facilities through which it can be contacted by a local or toll-free call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time. Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided, even when said service is provided on a non-standard day. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

Customer Service and Complaint Resolution

Customer complaints shall be directed to the Contractor and shall be reported to the City in accordance with Section J. Contractor shall provide telephone, website, and app-based methods of receiving complaints.

If the Contractor knows it will miss pickups, Contractor shall provide advance notification to Customers. Said notification shall be in the form of a phone call, through a notification from a smart phone application, through a reverse 9-1-1 system, or similar automated immediate method of communication. Contractor shall arrange for collection on the next business day, before noon, after a missed pickup made known to Contractor. 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 involving a cart, Contractor shall take appropriate action to cause such Customer to remedy the situation and shall notify the City of such action.

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

Meetings

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

1. The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties every week, or on such a frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate Contractor's performance in

implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

2. After the Implementation Phase, meetings shall be held at least monthly, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held to review and discuss day-to-day operations, promotion, public information, and public relations.
3. Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Newsworthy and Emergency Notifications

Contractor must contact the Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to the City; any news coverage or sudden event that is reasonably anticipated to result in citizen phone calls to the City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within the City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Customer Notifications

The City will coordinate with Contractor and approve all necessary communications with customers, including, but not limited to, route changes, holiday schedules, etc.

J. REPORTING

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

The City may withhold payment of balances due until said reports are received.

Daily Reports

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

Monthly Reports

Complete and accurate Monthly Reports must be submitted to the Contract Administrator in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain at least the following information:

1. Number of residential containers serviced by container type
2. Number of Commercial containers serviced by location and container type
3. Number of Roll off Containers serviced and total tonnage
4. Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
5. As requested by the City, Contractor shall make available GPS tracking reports for residential collection.

Annual Reports

No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the Contract Administrator an annual report covering the immediate preceding Contract year which shall include a collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.

K. PAYMENTS TO THE CONTRACTOR

Residential, Commercial, and Industrial Customer Billing

City agrees to bill all residential, commercial, and industrial customers served by Contractor under the contract. City further agrees to collect and remit all sales taxes to the appropriate governmental authority.

Invoicing the City

The City shall invoice and collect from all customers for services provided by Contractor pursuant to this Agreement. The City shall report to the Contractor by the last day of each month, the total number of addresses subject to this agreement, per service type, and that have been billed for services by the City.

The Contractor shall invoice the city for the number of addresses that were billed by the City within (15) days of receiving the City's address count each month, and the City shall pay the invoices.

City shall ensure that at all times during the term of this Contract that the City will charge, according to an ordinance duly passed by the City's governing body, a sufficient rate from the City's residential, commercial, and industrial customers to pay the amounts due under the Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. It is expressly understood by the Parties hereto that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system.

Non-Payment

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

Franchise Fee

Contractor agrees to pay a franchise fee to the City, within thirty (30) days after the last day of each calendar month, an amount equal to a total of 12% of the gross billing (excluding all appropriate sales taxes) from the collection of acceptable waste within the corporate limits of the City.

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

Liquidated Damages

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

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. The City may charge Liquidated Damages to the Contractor in accordance with this section monthly, and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, the contractor shall request, in writing, a meeting with the Contract Administrator to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the Contract Administrator it shall, within ten (10) days after learning of said decision, request in writing a hearing before the City Manager to present its defense to such assessment. The City Manager will notify the Contractor in writing of the City Manager's decision after the hearing, which shall be final.

Summary of Liquidated Damages

1. **One Missed dumpster collection or missed Cart Collection:** \$50 per missed collection over five (5) reported missed collections per day.
2. **Second Missed Dumpster Collection for any one Dumpster:** \$150 per Dumpster over five (5) reported missed collections per Calendar Week.
3. **Failure to completely perform commercial collection for any commercial customer:** \$100 per missed collection
4. **Failure to complete 50% of commercial collections on any one day:** \$1000 per incident
5. **Failure to clean up spilled Solid waste caused by Contractor negligence,** resulting from loading and/or transporting collected waste, that is not cleaned up within two (2) hours of notification: one hundred fifty dollars (\$150).
6. **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
7. **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.
8. **Failure to be prepared to perform services** on or after the Commencement Date: \$10,000 per calendar day.

Indemnity

CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY (I) CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT OR (II) ANY ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.

IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY.

IN THE EVENT THAT ANY CITY-OWNED PROPERTY, SUCH AS UTILITIES, UTILITY INFRASTRUCTURE IMPROVEMENTS, EQUIPMENT, ETC., ARE DAMAGED OR DESTROYED DURING CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS CONTRACT DUE TO NEGLIGENCE OR ACTS OF OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL REPAIRS OR REPLACEMENTS. IN THE EVENT OF DAMAGE DUE TO ACTS OF THE CONTRACTOR, THE CONTRACTOR SHALL REPLACE OR REPAIR THE DAMAGE AT NO COST TO THE CITY. THE CITY SHALL DETERMINE WHETHER ANY DAMAGE HAS BEEN DONE, THE AMOUNT OF THE DAMAGE, THE REASONABLE COSTS OF REPAIRING THE DAMAGE, AND WHETHER THE CONTRACTOR IS RESPONSIBLE. THE CITY SHALL BE THE SOLE JUDGE OF THE DAMAGE TO CITY OWNED PROPERTIES, IN WHICH JUDGMENT SHALL BE EXERCISED REASONABLY. ANY DAMAGE BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE REASONABLE SATISFACTION OF THE CITY WITHIN THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTIFICATION FROM THE CITY.

CONTRACTOR COVENANTS AND AGREES THAT CITY SHALL IN NO WAY NOR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO CONTRACTOR, ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS, WHICH MAY BE STOLEN, DESTROYED, OR IN ANY WAY DAMAGED, AND CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

Performance Bond

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

L. INSURANCE AND INDEMNIFICATION

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

(a). **On Occurrence Basis:**

- Commercial General Liability.
- Combined single limit not less than \$2,000,000 per occurrence
- Aggregate not less than \$4,000,000;
 - Automobile Liability: Combined single limit not less than \$1,000,000;

- Automobile Property Damage: Not less than \$1,000,000 per occurrence;
 - Premises/Completed Operations: Not less than \$4,000,000
 - Explosion/Collapse/Underground: As applicable
 - Umbrella.
 - Per Occurrence: Not less than \$10,000,000
 - Aggregate: Not less than \$10,000,000
- (b) Contractor will retain retro dates with any new carrier.
- (c) All insurance and certificate(s) of insurance shall be endorsed to contain the following:
- (1) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage except for Workers Compensation Insurance;
 - (2) A waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.

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

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

M. TABS

Proposal Tab 1 – Past Performance and Experience

Proposal Tab 2 – Facilities

Proposal Tab 3 – Experience of Personnel

Proposal Tab 4 – Equipment

Proposal Tab 5 – Operational Plan and Safety Record Report

Proposal Tab 6 – Rates and Services

Proposal Tab 7 – Proposed Holiday Closures

Proposal Tab 1 – Past Performance and Experience of Contractor

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the garbage collection and disposal business?
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. Contact Information.
 - c. The date the contract expires.
 - d. The annual dollar value of the contract.
4. Concerning any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?
 5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with a Texas governmental entity? If so, name the parties, case number, 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.
 8. Identify all subcontractors proposed to be used under this Contract. Provide the name, location, and contact information for each subcontractor.
 9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Facilities

Identification and location of disposal sites.

List the name of the facility, the name of the person or business that owns the facility, the location of the facility, the distance of the facility from the City of Wolfforth, any known, regularly scheduled facility closure dates, and facility hours for the facilities proposed for use in providing the services specified in the Contract using the format below.

I deleted the table because it looked too small, and there won't be more than two or three landfills listed for any of these proposers. I figure we just let them write it out for us.

Proposal Tab 3 – Experience of Personnel

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.
2. 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.
3. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information.
4. Provide, along with the Summary of Qualifications, all the following information for this designated person:

Mailing Address: _____

Direct Phone: _____

Mobile phone: _____

Email: _____

Proposal Tab 4 – Equipment

Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City's streets.

- Using the template below as a guide, list the vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or on-site. The information provided on this form demonstrates 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 2, below).

Residential Dumpster Service for MSW

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

Residential Cart Service for MSW

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

Residential Brush and Bulky Waste

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

Commercial Dumpster Collection

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

Roll-Off Container Collection

Service	Chassis	Body	Now	Now	Anticipated

Type	Make/Model/Yr	Make Model/Yr	Owned	On-Site	Delivery Date

2. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

3. Demonstrate Contractor's capability to deliver sufficient quantities of Roll-Off containers required by Special Events, whether City-sponsored, or Events sponsored by other non-profit organizations.

Proposal Tab 5 – Operational Plan and Safety Record Report

Include a *detailed narrative* explaining:

1. How Contractor intends to provide service for the normal collection of garbage. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to Contractor by the City.
3. Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues.
4. Describe Contractor's procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections.

Proposal Tab 6 – Rates and Services

Residential

Residential – MSW Collection and Disposal

MSW collection and disposal once per week in Contractor-provided cart(s)

Price per home per month for one (1) cart _____

Price per home per month for two (2) carts _____

MSW collection and disposal twice per week in residential areas serviced by dumpsters

(Maximum four (4) homes per three (3) yard container ratio)

Price per home per month _____

Charge to replace customer-damaged cart with NEW cart _____

Collection Rates for customer requested Unusual Accumulation Waste Collection

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

Disposal fee per yard collected _____

Rate to deliver and service a dumpster for Special Events

Rate per dumpster (includes delivery, one service and pick-up) _____

Commercial Front Load or Side Load Rates

FEL

Size	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	extra
1.5 yard							
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							

Casters (fee per month per commercial container) _____

Locks (fee per collection per commercial container) _____

Enclosures (fee per collection per commercial container) _____

Roll-Off Containers

Roll-Off, Non-Compacted (other than roll-offs for City use)

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard				
30 yard				
40 yard				

Roll-Off – Compactor

Size	Haul Rate	Disposal per Ton
30 Yard Compactor		
34 Yard Compactor		
35 Yard Compactor		
40 Yard Compactor		
42 Yard Compactor		

Roll-Off – Permanent – to be Charged to the City

All Loads ON CALL

Container Size	Haul Rate	Disposal per Ton
20 yard		
30 yard		
40 yard		

N. APPENDICES

APPENDIX A. Special Events and City Facilities at No Charge

APPENDIX B. Performance Bond Form

APPENDIX C. Cart Specifications

APPENDIX D. Current Commercial and Roll-Off Collection Matters

APPENDIX A. Special Events and City Facilities at No Charge

Twice per year Cleanups the City will designate one location where Contractor will bring Eight (8) roll-off containers (can be 30 or 40 yards) and each box will get ONE haul at no charge to the City. Any additional hauls beyond the eight will be charged to the City at the then-current rate for transportation and disposal.

The following facilities will be provided Dumpsters and collection service at no charge to the City:

Location Address	# of Dumpsters	Dumpster Size	Service Intervals
City Hall 302 Main St	2	3 yard	2 x per week
Fire Admin 306 Main St	1	3 yard	2 x per week
Gin Building 310 Main St	2	3 yard	2 x per week
Animal Shelter 1106 B Dowden Rd	1	3 yard	2 x per week
Base Ball Conces 131 Park Rd	1	3 yard	2 x per week
Fire Station 305 Cedar	1	3 yard	2 x per week
Library 508 Hwy 62/82	1	3 yard	2 x per week
Maint. Bldg 301 Cedar	1	3 yard	2 x per week
OJD Bldg 328 Hwy 62/82	1	3 yard	2 x per week
City Training Facility 502 5th	1	3 yard	2 x per week
Patterson Park Complex	4	3 yard	2 x per week

Each year, Three (3) 30-yard Roll-Off Containers with one haul each are to be provided upon request, at no charge to the City.

APPENDIX B. Performance Bond Form

STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

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

WHEREAS, the Principal has entered into a certain written contract with the City, dated the__ day of _____, 2025, 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 _____, 2025.

Principal Surety

By:_____

By:_____

Title:_____

Title:_____

Address:_____

Address:_____

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

APPENDIX C. Cart Specifications

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. Ten inch (10") wheels will be injection-molded and snap-on with an integrated spacer.

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

Markings for Carts:

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

The City will not provide staging areas for carts or dumpsters. Contractor shall be responsible for the staging of containers.

APPENDIX D. Current Commercial and Roll-Off Collection Matters

Current Commercial Container Matrix

Size	1x	2x	3x	4x	5x	6x	Extra
1.5 yd Quantity	0	11	0	0	0	0	
2 yd Quantity	0	0	0	0	0	0	
3 yd Quantity	0	64	39	0	0	0	
4 yd Quantity	0	0	1	0	0	0	
6 yd Quantity	0	1	4	0	1	0	
8 yd Quantity	4	21	19	1	0	0	

There are currently no commercial accounts with contractor provided permanent Roll-Offs.