

CITY OF COLLINSVILLE, TEXAS

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

DUE: April 7, 2025

CITY OF COLLINSVILLE REQUEST FOR PROPOSALS

The enclosed **Request for Proposals** (RFP) is for your convenience in proposing the enclosed referenced products and services for the City of Collinsville.

RFP Due Date & Time

Sealed proposals shall be received no later than:

Monday, April 7, 2025 @ 5:00 p.m., CT

at Collinsville City Hall, 101 N. Main Street, Collinsville, TX 76233.

Please reference "CITY OF COLLINSVILLE RFP FOR SOLID WASTE AND RECYCLING SERVICES" in all correspondence pertaining to this RFP. All proposals shall be to the attention of the City Secretary.

The City of Collinsville appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown above. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Sealed proposals, subject to the terms and conditions of this RFP, received by the City by the deadline, will be opened at the deadline and Proposers names will be publicly read.

Proposal opening is scheduled to be held at Collinsville City Hall, 101 N. Main Street, Collinsville, Texas 76233 on Tuesday, April 8, 2025. You are invited to attend.

To obtain results please contact City Secretary, Danielle Talley, at 903-429-6225.

SECTION I:

GENERAL INFORMATION

CITY OF COLLINSVILLE REQUEST FOR PROPOSALS (RFP)

Sealed proposals will be received for: **SOLID WASTE AND RECYCLING SERVICES**

CONTRACT TERM: A five (5) year period commencing on November 15, 2025 and ending November 15, 2030. The City of Collinsville (the "City") reserves the right to extend the Contract for one additional one (1) year period as it deems to be in the best interest of the City.

PROPOSALS MUST BE submitted on the forms included for that purpose in this packet. Each proposal must be placed in a separate sealed envelope, with the letter of intent and the forms manually signed by a person having the authority to bind the Proposer to the Contract, and marked clearly on the outside as shown below. Facsimile transmittals shall not be accepted.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted no later than Monday, April 7, 2025, at 5:00 p.m. to the following address:

City of Collinsville
City Secretary
Collinsville City Hall
PO Box 649
101 N. Main
Collinsville, TX 76233

MARK ENVELOPE:

0U77YS0 "CITY OF COLLINSVILLE RFP FOR SOLID WASTE AND RECYCLING SERVICES"-

ALL PROPOSALS MUST BE RECEIVED AT THE CITY OF COLLINSVILLE CITY HALL BEFORE THE DUE DATE AND TIME.

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE: The City of Collinsville acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Collinsville sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty- eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact the City of Collinsville at 903-429-6225, extension 105.

CONTRACT DOCUMENTS: The City's expectations with respect to the performance by each Proposer in connection with this purchase are set out in the "Contract Documents," which consist of this RFP, any award letter(s), any purchase order(s), and any final contract to be negotiated by the parties. Vendors who fail to examine the Contract Documents do so at their own risk.

RESERVATIONS: The City of Collinsville expressly reserves the right to:

- i. Waive minor deviations from the specifications when it is determined that the total cost to the City of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
- ii. Waive any defect, irregularity or informality in any proposal procedure.
- iii. Reject any or all proposals.
- iv. Amend this RFP prior to proposal opening date to extend or make changes to specifications.
- v. Procure any item by other means.
- vi. Increase or decrease the quantity specified in the proposal, unless the offeror specifies otherwise.
- vii. Consider and accept an alternate proposal as provided herein when most advantageous and in the best interest of the City.

UNAUTHORIZED COMMUNICATIONS: From the release of this RFP through the City Council award of a contract, Proposers' contact regarding this RFP with members of the RFP evaluation/interview or selection panels, employees of the City or officials of the City other than as herein provided is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation/interview or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and nonbinding with regard to this RFP.

LATE PROPOSALS: Proposals received after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official

time of receipt.

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

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of one hundred and eighty (180) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

SALES TAX: The City is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax.

CONTRACT AWARD: The City reserves the right not to award the services.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting Contract. All change orders to the Contract will be made in writing by the City.

DELIVERY: All delivery and freight charges are to be included in the proposed price.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The form may be completed electronically here: <https://www.ethics.state.tx.us/filinginfo/1295/> By law, this questionnaire must be filed with the records administrator of the City of Collinsville not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

ETHICS: Proposer shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Collinsville. Any communication with the City of Collinsville City Council during the request for proposal process may result in rejection of the proposal.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Proposers taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided, or by attachment, as part of the proposal. The absence of such shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the Specifications of the RFP. The City of Collinsville reserves the right to accept any and

all, or none, of the exception(s)/substitution(s) deemed to be in the interest of the City.

ADDENDA: Any explanations, interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall belong to the City of Collinsville. Addenda will be forwarded to all who are known to have received a copy of this RFP and posted on the City's website at www.collinsvilletexas.org. Proposers shall acknowledge receipt of all addenda on the outside of the proposal envelope and in the proposal.

PROPOSAL MUST COMPLY with all federal, state, county and local laws, rules and regulations concerning these types of service(s).

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. If a proposal does not meet the minimum standards, proposal will not be included in the evaluation. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

PROPOSER SHALL PROVIDE with this RFP response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

WAGES: Successful Proposer shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by federal and/or state law.

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

PATENTS/COPYRIGHTS: The successful Proposer agrees to protect the City of Collinsville from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, including, but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City and successful Proposer.

ITEMS supplied under the Contract shall be subject to the City's approval.

SAMPLES: When requested, samples shall be furnished free of expense to the City.

WARRANTY: Successful Proposer shall warrant that all items/services shall conform to the proposed Specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful Proposer and the City agree that both parties have all rights, duties and remedies available under applicable law, including, but limited to, the Uniform Commercial Code.

APPLICABLE LAW AND VENUE: This Contract shall be governed and construed according to the laws of the State of Texas. This Contract is performable in the City of Collinsville, Grayson County, Texas. Both parties agree that venue for any litigation arising from this Contract shall lie in a state or federal court in Grayson County, Texas.

ASSIGNMENT AND BINDING EFFECT: No right or interest in this Contract shall be assigned or delegation of any obligation made by Service Provider without the written permission of the City. Any attempted assignment or delegation by Service Provider shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Service Provider understands and agrees that in the event that all or substantially all of its assets are acquired by another entity, that it or its successor in interest will remain obligated to fulfill the terms and conditions of this agreement.

WAIVER: By submitting a proposal, each Service Provider agrees to waive any claim it has or may have against the City arising out of or in connection with the administration, evaluation, or recommendation of any proposal, including: waiver of any requirements under the proposal or Contract Documents; acceptance or rejection of any proposal(s); and award of the Contract.

GOVERNMENTAL IMMUNITY: This Contract is expressly made subject to the City's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the City has by operation of law.

SPECIFICATIONS and model numbers are for description only. Proposer may propose a description only. Proposer may propose an alternate model but must clearly indicate alternate model being proposed. Proposer must enclose full descriptive literature on alternate items(s).

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the Contract.

ANY QUESTIONS concerning this RFP must be directed to the City Administrator or City Secretary in writing at dtalley@collinsvilletexas.org with subject "Questions, re: City of Collinsville RFP for Solid Waste and Recycling Services" before 5:00p.m. on Thursday, April 3, 2025

FORM 1: Company Information

Company Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

E-mail Address: _____

SECTION II:

INSTRUCTIONS TO SERVICE PROVIDERS

1. SCOPE OF WORK

The Service Provider shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provisions in this Contract. The City currently has both residential customers billed and collected by the City, and commercial accounts billed and collected by the Service Provider. The residential waste is currently collected once a week, with weekly brush/bulk and once a week recyclable collection. The commercial waste is collected weekly.

2. PREPARATION OF THE PROPOSAL

Proposals will be accepted by the City until Monday, April 7, 2025 at 5:00 p.m. CT at which time all names of the Proposers, duly received, will be publicly opened and read aloud.

Only the services listed in this RFP and included in any addenda will be considered.

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

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

The proposal amount is for a base bid. It is the intent of the proposal to determine the lowest possible cost without regard to franchise or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base bid provided by Service Provider. One rate will then be established for the Customer, which includes the base bid, franchise fee and/or billing fee.

One (1) complete copy of the proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the Service Provider's name, address, and plainly marked " CITY OF COLLINSVILLE RFP FOR SOLID WASTE AND RECYCLING SERVICES ". If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal. The City may consider all proposals submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals and have the right to re-advertise.

Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

Any proposal received after the closing time and date specified shall not be considered.

3. PROPOSAL SECURITY

Each proposal must be accompanied by a bid bond of the Service Provider in an amount equal to Five Percent (5%) of the total annual bid amount as a guarantee on the part of the Service Provider that it will, if called upon to do so, accept and enter into a Contract on such form as mutually agreed upon by the City and the selected Service Provider. The contract shall address all the material provisions of the proposal and response thereto, the work to be performed by such proposal, the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Bid bonds will be returned promptly after the City and the selected Service Provider have executed the contract, or, if no Service Provider's proposal has been selected within one hundred-eighty (180) days after the date of the opening of the proposals, upon demand of the Service Provider at any time thereafter, so long as the Service Provider has not been notified of the acceptance of the proposal.

A letter shall accompany the proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the proposal in the event the Service Provider is awarded the Contract. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Service Provider will be required to furnish a Performance Bond as security for the faithful performance of this contract (see Section 6. SECURITY FOR FAITHFUL PERFORMANCE).

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

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

4. EVIDENCE OF INSURANCE

With the exception of Workers' Compensation, all policies shall be endorsed to include the City, its officers and employees as additional insureds, and all policies, including Workers' Compensation, shall be endorsed to include a waiver of subrogation for the City, its officers and employees. All insurance policies shall be endorsed to require the insurer

to immediately notify the City of any material change in the insurance coverage. All policies shall be endorsed to provide the City a thirty (30) day notice of cancellation.

The Service Provider shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to properties, which may arise from or in conjunction with the performance of the work hereunder by the Service Provider, its agents, representatives, employees and sub-Service Providers. The cost of such insurance shall be borne by the Service Provider and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent, and shall: (1) set forth all endorsements and insurance coverage according to the requirements and constructions contained herein; (2) specifically set forth the notice of cancellation or termination provisions to the City.

Upon request, the Service Provider shall furnish the City with copies of all Certificates of Insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances. Service Provider may maintain reasonable and customary deductibles, subject to the approval of the City. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-" by AM Best or other equivalent rating service.

Minimum Limits of Insurance:

Coverage Type	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Liability (except automobile)	\$1,000,000	\$3,000,000
Property Damage Liability (except automobile)	\$1,000,000.00	\$3,000,000.00
Comprehensive Auto Liability-Bodily Injury	\$1,000,000.00	\$3,000,000.00
Comprehensive Auto Liability-Property Damage	\$1,000,000.00	\$3,000,000.00
Commercial General Liability	\$2,500,000.00	\$5,000,000.00
Pollution Liability Endorsement	MCS 90 Endorsement for pollution liability coverage	

6. SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the proposal in the event the Service Provider is awarded the Contract. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Service Provider will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to One Hundred Percent (100%) of the annual Contract amount, renewed annually and maintained for the term of the Contract, including any renewals or extensions thereof.

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

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

7. POWER OF ATTORNEY

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

8. SCOPE OF WORK

The Service Provider shall provide, in a good workmanlike manner, the services called for and contained in the proposal, including all incidentals necessary to fully complete said work in accordance with the Contract. The services shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with refuse and recycling services and processing.

9. CONDITIONS

Each Service Provider shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Service Providers shall thoroughly examine and be familiar with the General Specifications.

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

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

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

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

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Service Provider shall be requested of the City in writing, via email or mail. Any information given to one prospective Service Provider will be furnished to all known prospective Service Providers, and posted on the City's website at www.collinsvilletexas.org as an addendum, if such information is necessary to prospective Service Providers in submitting their proposals or if the lack of such information would be prejudicial to an uninformed Service Provider.

Every request for such explanation shall be in writing addressed **City Secretary or City Administrator City of Collinsville**. Dannielle Talley 101 N Main Street PO Box 649 Collinsville, Texas 76233.

Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

Any explanations, interpretations, corrections or changes to this RFP will be made by addenda. Addenda issued prior to the date of receipt of proposals shall become a part of the Contract Documents, and all proposals shall include the work described in the addenda.

11. NAMES, ADDRESS, AND LEGAL STATUS OF THE SERVICE PROVIDER

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

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

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

12. COMPETENCY OF SERVICE PROVIDER

The opening and reading of the proposal shall not be construed as an acceptance of the Service Provider as a qualified, responsible Service Provider. The City reserves the right to determine the competence and responsibility of a Service Provider from its knowledge of the Service Provider's qualifications and from other sources.

The City will require submission **with the proposal** of certified supporting data regarding the qualifications of the Service Provider in order to determine whether it is a qualified, responsible Service Provider. The Service Provider will be required to furnish the following information sworn to under oath:

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

13. QUALIFICATIONS OF SERVICE PROVIDER

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

- (a) Evidence that the Service Provider is capable of commencing performance as required in the Contract Documents.

(b) Evidence, in form and substance satisfactory to the City, that Service Provider possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.

(c) Evidence, in form and substance satisfactory to the City, that Service Provider's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.

(d) Such additional information as will satisfy to the City that the Service Provider is adequately prepared to fulfill the Contract.

The Service Provider may satisfy any or all of the experience and qualifications requirements of this section by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

14. DISQUALIFICATION OF SERVICE PROVIDERS

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

(a) Evidence of collusion among Service Providers.

(b) Lack of competency as availed by financial statements, experience or equipment statements as submitted, or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

(d) Default on a previous City contract for failure to perform.

(e) Evidence that Service Provider has been fined for failure to perform on any contract within the State of Texas.

15. BASIS AND AWARD OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. The City will evaluate the proposals and determine what proposal provides services at the best value as set out in Section 252.043 of the Texas Local Government Code. Cost and professional competence are the primary criteria in selecting the most responsible Service Provider. Proposals will also be compared based on equal importance of the following criteria:

- 1) Service Levels and reputation of the service provider and reputation of services;
- 2) Quality of Services and Performance
- 3) Past relationship with the City
- 4) Miscellaneous Item Cost or any other lawful criteria.

The City intends the Contract be awarded within sixty (60) days following the date proposals are publicly opened and read. Contract effective date is November 15, 2025.

16. QUANTITIES

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

17. PROPOSAL ACCEPTANCE

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

18. COST CALCULATION

The cost of service shall be determined using the following methodology:

Residential: (A) Number of actual Households Regular Collections times rate per home=_____

Number: 1029 x _____ (Monthly Cost Including Brush)

(B) Number of actual Households with Extra Service Provider Polycart times rate per home=_____

Number: 33 x _____ (Monthly Cost Including Brush)

Commercial: (C) Number of Commercial Hand Collect Customers times rate per actual service in the City (once per week at each account)=_____

Number: 18 x _____ (Weekly Cost)

(D) Commercial Dumpster Service Cost=_____ (To be determined using Chart (matrix) below)

Total cost from each Proposer to be determined as the sum of (A) + (B) + (C) + (D)

TOTAL COST: \$ _____

Commercial Dumpster Cost Tabulation:

Size Dumpster	Frequency	Actual Quantity	x	Bid Rate (\$)	Extension
3 Yard	1				
3 Yard	2				
4 Yard	1				
4 Yard	2				
4 Yard	3				
6 Yard	1				
6 Yard	2				
6 Yard	3				
6 Yard	4				
6 Yard	5				
6 Yard	6				
8 Yard	1				
8 Yard	2				
8 Yard	3				
8 Yard	4				
8 Yard	5				
8 Yard	6				

Total Proposal Rate for Commercial Dumpster Collection (E): \$ _____

19. COMPLIANCE WITH LAWS

Service Provider shall, and cause its representatives and agents to, abide by and comply with all applicable federal, state, and local ordinances and laws relating to or regulating the services to be provided under this RFP. Further, Service Provider will provide all of the Completed Forms attached as either an Appendix or Exhibit "A".

It is agreed and understood that Service Provider shall immediately desist from and correct any violation of this Section 19 (Compliance with Laws), whether it is the City or Service Provider that calls the attention of Service Provider to any such violation.

20. DISCRIMINATION PROHIBITED

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

21. CURBSIDE RECYCLING CONTAINERS

The Service Provider shall be responsible for transporting the Recyclable Materials to a recycling facility which has established buyers or markets for the Recyclable Materials. The Service Provider is entitled to all revenues and profits derived from Recyclable Materials unless the City enters into a contract with a recycling facility for the sale of such Recyclable Materials collected within the City. In the event any recycling facility refuses to accept a delivery of Recyclable Materials due to non-conforming materials or other similar reason, the Service Provider shall dispose of the rejected materials at a landfill of its choosing, and shall charge the City for all cost incurred for such disposal, including, but not limited to, disposal costs and transportation costs.

22. RECYCLABLE MATERIALS

Recyclable materials shall mean newspapers, magazines, mail, paper, telephone books, cardboard, glass bottles and jars (no mirrors, windows, ceramics or other glass products), metal cans (beverage, food, and drink cans composed of tin, steel or aluminum), and plastics, H.D.P.E. (high density polyethylene) and P.E.T. (polyethylene terephthalate) bottles, including two- and three-liter drink bottles and milk and water containers.

The Service Provider shall be totally responsible for the processing and marketing of all Recyclable Materials collected pursuant to the Contract.

23. REPORTING REQUIREMENTS

The Service Provider shall provide the City with quarterly reports within two (2) weeks of the end of each quarter. Reports shall include tonnage of materials collected; number of commercial accounts showing type of containers and number of times collected per month; number of complaints taken and the date and time complaints were resolved. Reporting Requirements also include statistics on the recycling program including, but not limited to, percent of community recycling and amounts collected, total tonnage of municipal solid waste collected and tonnage of Recyclable Materials collected. Penalties will be assessed by the City for failure to comply with the reporting requirements in the amount of \$50.00 per day until the required report is received.

24. TERM

The term of service shall be a five (5) year period commencing on November 15, 2025 and ending November 14, 2030, with the City having the option to extend the Contract for one additional one (1) year period. Should either the City or Service Provider elect not to renew and extend the Contract for an additional one (1) year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contract.

25. REMUNERATION

Service Provider shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Service Provider on a monthly basis; such remittance to be received by Service Provider by the 15th of the month following the month service was rendered. Service Provider shall be entitled to payment for all services rendered.

Service Provider shall quote rates for commercial and industrial services in compliance with the rates set forth in the franchise. Service Provider shall bill commercial and industrial customers directly.

Any rate adjustment provided for in the Contract requires prior City Council approval. At least sixty (60) days prior to the proposed effective date, the Service Provider shall submit to the City written notification of the request for a CPI-U or Operating Cost Rate Adjustment. The City shall attempt to review the request within thirty (30) days of receipt from the Service Provider.

- A. CPI-U Adjustment. On each anniversary date of this Contract, the Service Provider may request an increase or decrease in the rates set forth in the Contract (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under the Contract. The amount of the increase or decrease under the Contract shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.
- B. Operating Cost Adjustment. In addition to the rate adjustments provided for in the Contract, at any time during the term of this Contract, the Service Provider may petition the City for additional rate and price adjustments on the basis of material or unusual changes in its cost of operations, including the cost of diesel fuel, not otherwise the basis of any other rate adjustments herein and any additional fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income). At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

26. STORM DEBRIS MANAGEMENT PROGRAM

In the event of a major storm (not Disaster event, as defined in Section III, 1.14), Service Provider will provide at the City's request assistance to Collinsville residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc., without having to schedule a special estimate by Service Provider. Service Provider will provide this service to Collinsville residents at a rate per cubic yard.

SECTION III:
SPECIFICATIONS

1.00 DEFINITIONS

The following terms, as used herein, will be defined as follows:

1.01 Bags - Plastic sacks designed to store Municipal Solid Waste with sufficient strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed fifty (50) pounds.

1.02 Base Rate - The total approved solid waste collection and disposal rates for residential and commercial/industrial customers, excluding sales taxes, franchise fees and recycling fees.

1.03 Brush - Plants, leaves or tree trimmings.

1.04 Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, appliances, water tanks, chairs, couches, and bundled tree trimmings or stable matter with weights or volumes greater than those allowed for containers.

1.05 Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to brush, plants, newspapers and tree trimmings.

1.06 Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

1.07 Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

1.08 Commercial Hand Load Unit – Any non-manufacturing commercial facility that generates and accumulates a maximum of one (1) cubic yard or less per collection Municipal Solid waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

1.09 Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, dirt, rock, concrete, excelsior, roofing material, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste or Municipal Solid Waste.

1.10 Consumer Price Index - (CPI-U-DFW) The revised Consumer Price Index for the Dallas/Fort Worth Metropolitan Area, 12-month average for all items as published by the United States Department of Labor, Bureau of Labor Statistics, Region 6. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

1.11 Container - Any receptacle constructed of plastic, metal, or fiberglass which (i) is designed to hold at least twenty (20) gallons of Municipal Solid Waste, (ii) has handles of sufficient strength for lifting, (iii) has a tight-fitting lid, (iv) has a mouth with a diameter at least equal to the diameter of its base, and (v) together with its contents, has a weight no greater than fifty (50) pounds.

1.12 Customer – An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Municipal Solid Waste.

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

1.14 Disaster - A sudden and grave occurrence causing destruction or damage to property for which a state of emergency is declared by the City under its Emergency Management Plan. Disaster shall include both natural and man-made disasters, including but not limited to windstorms, severe ice storms, lightning strikes, tornados, hurricanes, flooding, hail, earthquakes, fires, plane crashes, riots, and explosions.

1.15 Dumpster - A metal receptacle designed to be lifted and emptied mechanically for use at Commercial Units and equipped with a fitted lid.

1.16 Handicapped Residential Unit – Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by Service Provider. No additional charge.

1.17 Hazardous Waste - Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

1.18 Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)

- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th)

1.19 Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

1.20 Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the State of Texas Commission on Environmental Quality ("TCEQ"), or the appropriate governing agency for landfills located outside the State of Texas.

1.21 Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

1.22 Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

1.23 Polycart – A rubber or plastic wheeled receptacle with a capacity of ninety-five (95) gallons, constructed of plastic, designed for automated or semi-automated solid waste collection systems, having a tight-fitting lid capable of preventing entrance into the container by small animals. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by the Service Provider.

1.24 Premium Service – The collection of Municipal Solid Waste and Recycling Materials at a Residential Unit provided such Solid Waste and Recycling Materials are (i) visible from the street and not behind locked gates, (ii) 75 feet or less from the street and (iii) properly contained in a Polycart or Recycling Cart.

1.25 Recyclable Materials – Recyclable materials shall mean newspapers, magazines, mail, paper, telephone books, cardboard, glass bottles and jars (no mirrors, windows, ceramics or other glass products), metal cans (beverage, food, drink cans composed of tin, steel or aluminum), and plastics, H.D.P.E. (high density polyethylene) and P.E.T. (polyethylene terephthalate) bottles, including two- and three-liter drink bottles and milk and water containers.

1.26 Recycling Cart – A container provided by the Service Provider for the collection of Recyclable Materials that has a capacity of ninety-five (95) gallons, is constructed of plastic with rubber or plastic wheels, is designed for automated or semi-automated solid waste collection systems, and has a tight-fitting lid capable of preventing entrance into the container by small animals.

1.27 Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit.

1.28 Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

1.29 Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

1.30 Solid Waste – Waste resulting from or incidental to municipal, community, commercial, institutional, manufacturing, mining, agricultural or recreational activities, which consists of (i) putrescible solid waste, such as vegetable materials, produce and other food products resulting from the handling, preparation, cooking, consumption and sale of such items from facilities such as markets and storage facilities, and (ii) non-putrescible, solid waste (excluding ashes), consisting of both combustible and non-combustible materials (combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves or similar materials which burn at normal incinerator temperatures (i.e. temperatures not exceeding 400 degrees Centigrade); noncombustible rubbish includes glass, crockery, tin or aluminum cans, metal furniture and other similar waste materials that will not burn at normal incinerator temperatures (i.e. temperatures not exceeding 400 degrees Centigrade).

1.31 Take-All Service - Collection of all items placed on the curb as long as the items are containerized in a Container, a Bag, or a Polycart. Brush and limbs must be containerized or tied in bundles not to exceed fifty (50) pounds in weight or four (4) foot in length. Bulky Items, when placed on the curb, will be picked up on normal collection days. Stockade type fence panels must be cut into four (4) foot sections or smaller and loose pickets or slats must be tied and bundled.

1.32 Unbundled Brush- Loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than fifty (50) pounds.

1.33 White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a heater, hot water heater, refrigerator, sink or washer and dryer.

2.00 TYPES OF COLLECTION

Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by

Commercial, Industrial and Residential Units, and (ii) placed within Dumpsters by those Commercial or Industrial Units or placed on the curb by Residential Units, provided such Municipal Solid Waste is containerized in Container, Bag, or Polycart, receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Contract (the "Services").

2.01. Residential Services

At a minimum, the Service Provider shall provide curbside collection service for the collection of Municipal Solid Waste to each Residential Unit one (1) time per week and curbside collection for Recyclable Material one (1) time per week or Premium Service one (1) time per week.

2.02 Commercial/Industrial Services

For Municipal Solid Waste collection, other than Residential Units, Service Provider shall provide a Dumpster and/or Polycart collection service for the collection of Commercial and Industrial Municipal Solid Waste to Commercial and Industrial Units according to individual collection schedules agreed upon by the Service Provider and the Commercial/Industrial Unit. Service Provider shall notify the City of the terms of such agreement.

2.03 Bulky Items and Bundles

Pre-Arranged Collections. On the designated regular collection day each week, the Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units; provided, that the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed two (2) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 2.03. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

Brush Collections. The Service Provider shall collect Bundled Brush from Single-Family Residential Units at least once per month. Each Single-Family Residential Unit will be limited to disposing of two (2) cubic yards of Brush twice per month. The Service Provider will bill the City the amount per cubic yard of Brush, per the Contract, in excess of the three (3) cubic yards allowed. The Service Provider will bill the City on the Service Provider's regular monthly invoice and will include with the invoice a list of the service addresses and corresponding amounts collected.

Negotiated Collections. It is understood and agreed that the service provided under Section 2.03, does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Services. The billing and collection of fees for such services shall be conducted directly between Customer and Service Provider.

2.04 Special Collections and Services

Municipal Locations. The Service Provider will provide, at no cost to the City, a four cubic yard Dumpster at the City Hall, and Public Works, to be serviced two (2) times per week. The Service Provider will provide, at no cost to the City, three (3) Recycling Carts for the City's use to be collected by the Service Provider once each week. The City reserves the right to make changes/additions to the level of service included herein.

Special Events. In addition, the Service Provider will provide, at no cost to the City, three (3) 30-yard Roll-Off Containers once each year for the City's annual clean-up event; provided that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required. Additional containers and hauls will be provided at prevailing rates outlined in the Contract.

Storm Event. The Service Provider will collect certain excess Municipal Solid Waste from Single-Family Residential, Commercial and Multi-Family Residential Units resulting from a storm event (not a Disaster event as defined in Section II, 1.14). In the event of a major storm or other natural disaster beyond the City's control, the Service Provider will provide at the City's request assistance to Collinsville residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc., without having to schedule a special estimate by the Service Provider. Service Provider will provide this service to Collinsville residents at a rate set forth in Section III (per cubic yard).

Disaster Debris. The Service Provider shall collect certain excess Municipal Solid Waste from Single-Family Residential, Commercial and Multi-Family Residential Units resulting from disasters (as defined in Section II, 1.14). In the event of a major storm or other natural disaster beyond the City's control, the Service Provider will provide at the City's request assistance to the City of Collinsville in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc. without having to schedule a special estimate by the Service Provider. Service Provider will provide this service to the City at a rate set forth in Section III (hourly rate per equipment piece) plus disposal for the following services: Containers, Boom/Claw Trucks (Grapple Truck), Roll Off Trucks and Rear Loaders.

Christmas Trees. At a minimum, for the two weeks following Christmas each year, the City shall provide a specific site within the City for the deposit of unadorned Christmas

trees by residential customers. The Service Provider shall provide a chipper at such location at no cost for the purpose of chipping the Christmas trees. The Service Provider shall be allowed one week to chip the trees. The chips can be made available to residents if so desired by the City. The City will consider other proposals for the disposal of Christmas trees such as the Service Provider providing a pick-up service for the trees consisting of, but not limited to unadorned Christmas Trees.

3.00. COLLECTION OPERATION

3.01 Hours of Operation: For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Contract. The Service Provider shall be responsible for providing make-up collection for collection that occurs on specified holidays. Make-up days shall normally be the next collection day following the holiday or as mutually agreed.

3.02 Hours of Disposal: Service Provider shall dispose of waste within the operating hours of disposal site.

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

3.04 Disabled Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Disabled Residential Units with house-side collection of their Municipal Solid Waste and Recyclable Materials; provided, that the Service Provider receives prior written notice from the City of such special need. The Service Provider shall not be responsible for any other modifications or accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units and/or Disabled Residential Units.

3.05 Non-Routine Collection Routes. The Service Provider and the City shall agree upon collection methods for certain areas of the City where the conventional and routine collection methods may not be appropriate due to street size or variation. Special collections shall be made using appropriate equipment. Service Provider shall utilize smaller trucks, as authorized by the City, on Harvest Hill, Private Drive, Twinview, Hillview and other similar roads.

3.06 Collection-Equipment: Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be either the sealed packer-type trucks or Roll-Off containers and shall be protected at all times while in transit to prevent the leaking, blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or

properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. No advertising shall be permitted on vehicles. All motor vehicles used in the recycling program shall be clearly marked as a recycling vehicle. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Smaller trucks will be utilized on Harvest Hill and other similar roads.

3.07 Disposal: The Service Provider shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.

3.08 Spillage: It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any Municipal Solid Waste in excess of the Take-All Service provisions of this Contract or placed outside of the Dumpsters by any Residential, Commercial, or Industrial Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential, Commercial, or Industrial Unit instructing the owner or occupant to properly contain such Municipal Solid Waste. Should Municipal Solid Waste in excess of the Take-All Service provisions of this Contract continue or excess Municipal Solid Waste continues to be placed outside of Dumpsters, the City shall require the Residential, Commercial, or Industrial Unit to increase the frequency of collection of such Municipal Solid Waste, or require the Residential, Commercial, or Industrial Unit to utilize more Polycarts. Containers, Bags, or a dumpster with sufficient capacity so that the excess Municipal Solid Waste will be regularly contained.

Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-112) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Solid Waste onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Solid Waste; however, if Solid Waste is scattered from Service Providers vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

Service Provider shall clean up, collect or dispose of any loose or spilled Municipal Waste caused by the Service Provider's rendering of the Services outlined herein.

3.09 Hazardous Waste: Service Provider shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFCs removed by a certified technician, used tires, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

4.00 CUSTOMER SERVICE

Complaints: All customer complaints shall be made directly to the Service Provider and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Service Provider shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Service Provider is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

The Service Provider shall provide specific contact information for those Customers wishing to make a complaint. Such contact information should include one or more telephone numbers. On collection days, Service Provider personnel shall be available between the hours of 8:00 a.m. and 5:00 p.m. to receive complaints. City will identify City representative to communicate with Service Provider route manager. Service Provider shall furnish the City with the name and telephone number of their employee that can be reached after normal business hours if an emergency or critical situation occurs.

The Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property resulting from action of Service Provider's employees, agents, or sub-contractors.

Should a dispute arise between the City, Service Provider and/or Customer as to whether the Service Provider actually failed to make a collection, the decision of the City Manager or his/her designee shall be final and the City and Service Provider agree to abide by such decision.

If it is determined that the Service Provider failed to make scheduled collections, the Service Provider shall assume full responsibility for the Solid Waste until such time as the collection is made. If the Service Provider does not meet the timelines per this Section 4.00, Service Provider shall be charged a fee in the amount of \$50.00 per affected household.

5.00 LICENSE AND TAXES

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

6.00 INDEMNITY

The City will not be responsible for the negligence of the Service Provider, or any of its representatives or agents or employees, or customers. The Service Provider assumes all risks of loss or injury to property or persons arising from its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents,

officers, employees, servants and citizens from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its representatives, agents, officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, officers, employees, and servants.

7.00 REMEDIES

If, at any time, Service Provider fails to fulfill or abide by the terms, conditions, or specifications of the Contract, City reserves the right to cancel the Contract within thirty (30) days written notification of intent or make demand under the terms of the Performance Bond.

8.00 TRANSFERABILITY OF CONTRACT

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

9.00 OWNERSHIP

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

10.00 PROCESSING, BILLING AND FEES

10.01 Monthly Statement. On a monthly basis, the City agrees to bill and collect applicable fees from all Residential and Commercial Municipal Solid Waste Collection Customers within the City's corporate limits. Additionally, the City shall provide to the Service Provider a monthly house count.

Each month the Service Provider will send the City an accurate invoice setting forth the number of units and amounts billed for services provided during the immediately preceding month. Within thirty (30) days of receipt of the invoice, the City will remit to the Service Provider an amount equal to the amount due to the Service Provider as set forth in the invoice, LESS the franchise fee applicable to such services and any fees assessed under Section 4.00 of this Contract. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.

With the monthly invoice, the Service Provider will provide to the City a listing of any changes to Commercial services that occurred during that month.

For Industrial Collection and Negotiated Collection Customers that the Service Provider contracts with directly, the Service Provider will remit a 5% franchise fee credit to the City on each monthly invoice. The invoice will include the name of the Customer, the type of service provided and rate charged.

10.02 Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Contract shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial Hand Load or Residential Units.

11.00 BOOKS AND RECORDS

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

12.00 TERMINATION

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from an authorized representative of the City, constitute grounds for forfeiture and immediate termination of all the Service Provider's rights under this Contract, and all such rights shall become null and void.

13.00 NOTICES

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

If to the City, at:

City of Collinsville
P.O. Box 649
Collinsville, TX 76271
ATTN: City Administrator or City Secretary

If to the Service Provider, at:

Service Provider's Name
Address
Address
ATTN:

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

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Service Provider shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Service Provider. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied.

15.00 SEVERABILITY

In the event that any term or provision, or portion thereof, of this Contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Contract shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

Front Load Containers Rates

Size/Pickup	<u>1x Week</u>	<u>2x Week</u>	<u>3 x Week</u>	<u>4x Week</u>	<u>5x Week</u>	<u>6x Week</u>
3 Cu Yd						
4 Cu Yd						
6 Cu Yd						
8 Cu Yd						

ROLL OFF CONTAINERS:

20 Cubic Yard Per Haul \$ _____

30 Cubic Yard Per Haul \$ _____

40 Cubic Yard Per Haul \$ _____

30 Cubic Yard Compactor Per Haul \$ _____

35 Cubic Yard Compactor Per Haul \$ _____

42 Cubic Yard Compactor Per Haul \$ _____

Delivery and Exchange \$ _____

Daily Container Rental \$ _____

POLYCART REPLACEMENT (Each): \$ _____

CONTAINER REPLACEMENT (Each): \$ _____

STORM DEBRI COLLECTION RATE (Per CY- Item D Rate): \$ _____

DISASTER COLLECTION RATE* (Equipment per Hour): \$ _____

***Plus Landfill Disposal Cost Pass-Through**

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF COLLINSVILLE FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION AND PROCESSING BY:

VENDOR NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____ EMAIL: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PLEASE PRINT OR TYPE NAME OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

___ INDIVIDUAL; ___ PARTNERSHIP; ___ CORPORATION; ___ JOINT VENTURE

APPENDIX "A"

TEXAS LEGISLATURE VERIFICATION FORMS

Instructions for the Following Verification Forms:

- **STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION**

The City of Angleton, Texas, as a governmental entity, is required to include in its contracts a written verification from the company that the company does not boycott Israel, Fossil Fuel Industries, or Firearm and Ammunition industries. The verification language is required if the contract with the City of Angleton, Texas has a value of \$100,000 or more and the company ten (10) or more full-time employees.

If the contract will or is anticipated to have a value of \$100,000 or more and the Company has 10 or more full-time employees, the Company is required to complete and submit all three Verification Forms. Please ignore the "Alternative Certification" at the bottom of this page and complete and submit the Verification Forms if the Company is required to complete and submit all three Verification Forms.

Alternatively, if the contract does not have a value of \$100,000 or more or the company has 9 or fewer full-time employees, you may complete and submit the below certification without completing the three Verification Forms.

Alternative Certification (if applicable)

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify that the HB 89, 85th Texas Legislature verification; SB 13, 87th Texas Legislature; and SB 19, 87th Texas Legislature verifications do not apply to this contract or the Company, under the provisions of **Section 2271.002(a), Texas Government Code; Section 2274.002(a), Texas Government Code; and Section 2274.002(a), Texas Government Code** because of the following reasons:

- The Company has 9 or fewer full-time employee; or**

- The contract between the Company and the City of Angleton, Texas will have a value of less than \$100,000.**

(check all that apply)

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code**:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and**
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date _____ Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

1. **Does not boycott energy companies currently; and**
2. **Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. **“Boycott Energy Companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:**
 - a. **engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or**
 - b. **does business with a company described by Paragraph (a) above; and**
2. **“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date _____ Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code**:

1. **Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
2. **Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. **“Discriminate against a firearm entity or firearm trade association”**
 - a. **means, with respect to the entity or association, to:**
 - i. **refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;**
 - ii. **refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or**
 - iii. **terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and**
 - b. **does not include:**
 - i. **the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;**
 - ii. **a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; and**
2. **“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date _____ Position/Title

Signature of Company Representative

APPENDIX "B"

BASIC SAFEGUARDING OF SERVICE PROVIDER INFORMATION SYSTEMS

- A. The service provider shall apply basic safeguarding requirements and procedures to protect their information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

- A. The service provider shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.