



October 16, 2024

**REQUEST FOR PROPOSALS
SOLID WASTE AND RECYCLING SERVICES RFP #2024-01**

Questions Deadline: November 1, 2024, 2:00 PM, CST
Proposals Due: November 13, 2024 10:00 AM, CST

Proposals for the services specified will be received by the Town of Bartonville until the date and time as indicated above. Please submit one (1) original proposal, three (3) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address: Town of Bartonville
Attn: Town Secretary
1941 E Jeter Road
Bartonville, Texas 76226

Late submissions will not be considered. Proposals must be submitted with the RFP number and the Contractor's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

Submit questions regarding this RFP in writing to: Town of Bartonville
Town Secretary
smontgomery@townofbartonville.com

**NO QUESTIONS OR COMMUNICATION SHALL BE DIRECTED TO
ANY ELECTED OFFICIALS OR OTHER TOWN EMPLOYEES.**

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

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NOTICE TO VENDORS

Sealed proposals will be received by the Town of Bartonville, Texas at the Office of the Town Secretary until 10:00 AM, local time November 13, 2024, for the purchase of services as follows per proposal instructions and specifications:

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Qualified prospective suppliers may obtain copies of the proposal with information at the Office of the Town Secretary, located at the Bartonville Town Hall, 1941 E Jeter Road, Bartonville, Texas 76226, and online at <https://www.townofbartonville.com>. Proposals received later than the date and time above will be returned unopened and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the Town Secretary's Office.

The Town Council of the Town of Bartonville reserves the right to accept or reject any and all proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the Town.

No officer or employee of the Town of Bartonville shall have a financial interest, direct or indirect, in this or any contract with the Town of Bartonville. Minority and small business vendors are encouraged to submit a proposal on any and all Town of Bartonville projects.

Publication Dates: October 19, 2024 and October 26, 2024

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

October 16, 2024	Post RFP on the Town's website
October 19, 2024	First Publication of the Request for Proposal in the Denton Record Chronicle
October 26, 2024	Second Publication of the Request for Proposal in the Denton Record Chronicle
November 1, 2024	2:00 pm: Deadline for questions, clarifications, or interpretations
November 8, 2024	Deadline for responses to questions, clarifications, or interpretations
November 13, 2024	10:00 am: Deadline to submit Proposal
November 19, 2024	Town Council consideration of award of contract
January 1, 2025	Commencement of services

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**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. BACKGROUND

The Town of Bartonville seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling collection. Services shall be provided at various Town locations as well as residences and businesses according to Town ordinances and Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the Town, as determined by the Town based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to “discretionary contracts: to preserve public health, safety, and welfare.” It is not a statutory competitive bid solicitation. The Town reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor’s price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment (to include crane or swing arm for bulky debris) labor, materials, and all other items necessary to provide the Town with complete refuse collection, removal and disposal and recyclable collection and processing. The Town currently has approximately 547 residential customers billed and collected by the current Contractor, and approximately 51 non-residential accounts billed and collected by the Contractor. The residential solid waste and brush/bulk is currently collected once a week, with once-a-week recyclable collection. The Town’s specifications are for residents to continue receiving manual curbside take-all collection service. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 65-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled “MATERIAL”.

Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge. Proof of residency will be required in the form of a current utility bill.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. The Contractor shall provide rates to collect and dispose of such Storm Event Debris to the Town. The Town is not obligated to select Contractor to perform the collection of Storm Event Debris.

(b) Regular Service for Town-Owned or Town-Operated Facilities

The Contractor shall make, at no charge to the Town, the collection, transportation, and disposal of waste and recyclable materials accumulated by the Town at Town-owned, Town-operated, or other Town-designated sites on Exhibit A. Future Town facilities shall be included at no charge to the Town. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the Town for ongoing or special projects. If the Town produces any waste that is hazardous or special waste, the Contractor will provide those services to the Town on a cost per service basis. Also, in the event the Town’s containers are full and need special disposal, the Contractor will accommodate the Town when possible.

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(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The Town shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor.

(d) Recycling Processing Site

All recyclable materials for the recycling program shall be recycled and not disposed of in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the Town may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the Town of the recycling location where recyclables will be unloaded and processed. The Town reserves the right to approve Contractor's recycling site.

(e) Taxes, Governmental Fees, Charges and Compliance

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein.

3. PREPARATION OF THE PROPOSAL/SUBMITTALS

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by the Town Administrator shall be considered preliminary and any written responses given shall be considered an official response. Any oral response given that is not subsequently confirmed in writing shall not be official or binding on the Town. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the Town shall not be binding on the Town.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

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

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor 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 License or billing fees. All License fees and/or billing fees will be determined by the Town and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) **Submission Information: Sealed proposals (one original, three [3] copies and one [1] copy in electronic format on a flash drive), together with appropriate schedules, will be accepted until 10:00 a.m. on November 13, 2024, at Town of Bartonville, Attn: Town Secretary, 1941 E Jeter Road, Bartonville, Texas 76226. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2024-01 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 10:00 A.M., WEDNESDAY, NOVEMBER 13, 2024."**

No telephone or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The

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Town will not be responsible for or consider missing, lost, or late deliveries. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

- (d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on November 1, 2024, and shall be directed to the Town Secretary. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at <http://www.townofbartonville.com>. It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

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

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the Town, and the award may then be made to the next best qualified Contractor, or the work may be re-advertised for Proposals, as the Town may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the Town.

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

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a 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 Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

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If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the Town shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

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

- a. Evidence of collusion among Contractors.
- b. Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- d. Default on a previous Town/City contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited based on rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in Section No. 20 hereof, entitled "Evaluation Criteria."

11. QUANTITIES

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

12. METHOD OF AWARD

The Town 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 interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the Town. The Town intends to award the Contract within twenty (20) days following the date proposals are publicly opened and read.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. **CONTRACTOR AGREES TO INDEMNIFY THE TOWN FROM ANY LIABILITY, FINES OR PENALTIES OR COSTS ASSOCIATED WITH THE TRANSPORTATION AND DEPOSIT OF REFUSE AND HAZARDOUS WASTE IN THE LANDFILL.**

14. FRANCHISE FEE

For the right and privilege of using the Town's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the Town a franchise fee equal to five percent (5%) of gross receipts resulting from the operation of the residential services, six percent (6%) of gross receipts for commercial services, and six percent (6%) of gross receipts for roll-offs within the Town and will email a report to the Customer Service Manager detailing the franchise fee calculation. The Town may increase or decrease the franchise fee with ninety (90) calendar day's written notice. **Contractor agrees to pay the franchise fee monthly for all commercial**

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and industrial accounts. The Town will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

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

16. DISCRIMINATION PROHIBITED

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

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 65 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newspaper
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the Town. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be three (3) years beginning January 1, 2025, with up to two (2) renewal terms of two (2) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional two-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days after receipt of said notice.

20. EVALUATION CRITERIA

The Town will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Town may appoint a selection committee to perform the evaluation. Each Proposal will

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be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the Town elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The Town may request additional information from the respondents at any time prior to the final approval of a selected respondent. The Town reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the Town Council. The criteria to be evaluated may include the following items listed below.

- a. Experience, Background, Qualifications
- b. Proposed Plan for Service delivery, including proposals for optional services
- c. Evaluation of Proposed Pricing Schedule
- d. Compliance with Specifications

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the Town Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, type of equipment, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 1. Residential Polycart transactions; participation/set-out rates, etc.
 2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency.
 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (**not including storm debris and construction debris, which shall be by independent contract between the producer and any Town - registered storm debris and construction debris collector**) collection and removal within the corporate limits of the Town.

**SECTION II:
STANDARD TERMS & CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the Town for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the Town.

- A. ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Bartonville Town Administrator. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful Respondent shall not advertise or publish, without the Town's prior approval, the fact that the Town has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the Town.
- E. AWARD:** The Town reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the Town, unless denied by the respondent.
- F. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The Town of Bartonville Town Administrator will make all change orders to the contract in writing as allowed by law.
- G. COMMUNICATION:** The successful Respondent shall direct all contact with the Town through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the Town unless specifically approved, or requested by the Contract Administrator.
- H. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the Town of Bartonville's Town Secretary (attached).
- I. CONTRACT ENFORCEMENT:**
 - 1. Breach of contract or default authorizes the Town to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the Town will remove the defaulting contractor from the Town's list of approved vendors for a period of two years.
 - 2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the Town shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.
- J. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the Town except in accordance with Town Policy.
- K. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The Town reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the Town.

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- L. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the Town as to the facts and circumstances surrounding the conviction.
- M. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the Town is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- N. INDEMNITY AGREEMENT:** **EXCEPT AS HEREINAFTER SET FORTH, THE SUCCESSFUL RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN OF BARTONVILLE AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, EXPERT WITNESS FEES AND OTHER COSTS ARISING OUT OF OR RESULTING FROM NEGLIGENT PERFORMANCE OF THE SERVICES SET FORTH IN THE SUCCESSFUL RESPONDENT'S PROPOSAL, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY BUT ONLY TO THE EXTENT CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE RESPONDENT, A SUBCONTRACTOR OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED OR CONTRACTED BY THE RESPONDENT OR ANYONE FOR WHOSE ACTS THE SUCCESSFUL RESPONDENT MAY BE LIABLE.**
- O. INVOICES:** Each invoice shall contain the successful Respondent's name and address. Invoices shall be mailed directly to the Town of Bartonville, Attention: Accounts Payable, 1941 E Jeter Road, Bartonville, Texas 76226.
- P. LATE SUBMITTALS:** The Town will reject late proposals. The Town is not responsible for lateness or non-delivery of mail, carrier, etc. and the Town's date/time stamp shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Town Secretary's Office, for confirmation of receipt you may contact the Town Secretary at 817-693-5280.
- Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT:** A Respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- R. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the Town from claims involving infringements of patents and/or copyrights.
- S. PAYMENT:** Will be made upon receipt and acceptance by the Town for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- T. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the Town.
- If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the Town.
- U. REFERENCES:** The Town requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

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- V. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the Town, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing on request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- W. REQUIRED DOCUMENTATION:** In response to this request for proposal, all documentation required by this RFP must be provided.
- X. SALES TAX:** The Town is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. The Town's taxpayer identification number is 75-1986689.
- Y. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- Z. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- AA. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The Town will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Consultant is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- BB. TAX/DEBT ARREARAGE:** The Town shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the Town of Bartonville, Texas for taxes or otherwise; and the Town shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts that are due shall affect the right, authority, and power of the Town to offset the said taxes or other debts against the same.
- CC. TERMINATION OF CONTRACT:** The Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract in the manner set forth in the attached Contract.
- DD. TRAVEL AND DIRECT CHARGES:** The Town shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- EE. VENUE:** Respondent shall comply with all Federal and State laws and Town Ordinances and Codes applicable to the Respondent's operation under this contract. The specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where exclusive venue for any legal proceeding arising hereunder will lie.
- FF. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

**SECTION III:
GENERAL SPECIFICATIONS**

1.00 DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.
- 1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05 Bulky Wastes: Stoves, tires, metal wheels, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.
- 1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.
- 1.07 City: The Town of Bartonville, Texas.
- 1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a Residential Unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.
- 1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.
- 1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor, and Contract signed by Contractor and Town.
- 1.17 Contractor: The person, corporation, or partnership designated by the Town for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.18 Curbside: That portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.20 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.

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- 1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- 1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).
- 1.23 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous standard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Town.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity of 65 or 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

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- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 65 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.37 Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.
- 1.42 Town: The Town of Bartonville, Texas.
- 1.43 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.
- 1.44 Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Town to be hazardous such as oil, acid, or caustic materials.
- 1.45 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

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2.00 TYPES OF COLLECTION

2.01 Residential Collection:

- .01 At the premises of residential accounts held by the Town and served by the Contractor, collection shall occur as follows:
- A minimum of once weekly “take all” service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
 - A minimum of once weekly collection of recyclable materials
- .02 Further, Contractor shall provide Town a copy of maps indicating the routes used in the collection of waste from all residential customers. The Town has the right to reject and require modification of routes, and updates on routes of Contractor.
- .03 The Contractor shall pick up all acceptable waste generated from a residential premises, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by Town. At the customer’s request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a “pick-up truck load” or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

- .01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 65-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled “MATERIAL”.
- .02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.
- .03 The collection of recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.
- .04 Contractor shall also provide the Town with a recycling report detailing volume collected and participation rate on a monthly basis.

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

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the current Town Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

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2.06 On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer a proposal for an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with contact information required to place a call for the pickup of said items at resident's location. Pickups shall generally be made within two-to-three weeks of call to schedule service.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Polycart shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor.

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

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

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

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

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the Town to best accommodate the needs of the citizens.**

3.06 Complaints:

.01 Complaints shall be made directly to the Town. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the Town, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.

.02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify Town and provide documentation to the Town's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.

.03 The Town shall notify Contractor of each complaint reported to the Town in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

.04 Contractor shall notify all customers about complaint procedures, rules and regulations. Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The Town and Contractor will work together to determine the most appropriate method of notification.

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- .05 Contactor shall provide the Town with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the Town's designated representative shall be responsible for deciding any disputes between the Town, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the Town's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the Town's designated representative may request a joint inspection by a representative of the Town and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.
- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while enroute to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the Town, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The Town may inspect Contractor's vehicles at any time to ensure compliance of equipment with Contract or require equipment replacement schedule to be submitted to Town.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Bartonville residents and business representatives and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the Town shall be directed by the Contractor to the Town's designated representative and by the Town to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into; the Contractor shall lease the container at a rate approved by the Town. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the Town approved single color scheme.

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- 3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit with a container for recyclable materials. The containers will have a minimum capacity of 65 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide extra recycling bins free of charge, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.
- 3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.
- 3.13 Spillage:
- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall leave proper notification to the customer at the premises to properly contain refuse.
 - .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
 - .03 Should such commercial spillage continue to occur, Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
 - .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the Town and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town may investigate. If the Town determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the Town.
- 3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.
- 3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- 3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials. Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.
- 3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify the Town in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

**TOWN OF BARTONVILLE RFP #2024-01
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3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the Town at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the Town.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to Town residents.

4.00 LICENSE AND TAXES

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

5.00 INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE TOWN AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE TOWN, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE TOWN DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE TOWN, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF TOWN UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE TOWN IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE TOWN OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE TOWN SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

6.00 TERM

The term of service shall be three (3) years beginning January 1, 2025, with up to two (2) renewal terms of two (2) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional two-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days after receipt of said notice.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

of such insurance shall be borne by the Contractor and Contractor shall submit to the Town evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The Town reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name Town as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the Town where the Town is an additional insured; the policy shall specify that it is primary and non-contributory with any of the Town's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Town by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to Town is required;
4. the term "Town" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Town and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Town;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the Town a replacement certificate of insurance evidencing coverage or other proof of reinstatement

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express prior written consent of the Town, which consent shall not be unreasonably withheld as long as the Town determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated October 16, 2024. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the Town for any claims, violations of law, liability or damages arising during Contractor's performance of the Contract.

9.00 OWNERSHIP

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

10.00 BILLING

10.01 Commercial Billing: The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to Town a Franchise fee equal to six (6%) of the Contractor's gross billings to commercial solid waste accounts for services rendered under the Contract with the Town, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The Town reserves the right to increase the Franchise fee in the event that the Town determines an increase is necessary to provide appropriate compensation for the impact of the Contractor's use of the Town streets.

10.02 Residential Billing: The Contractor will provide billing to and collection from all residential accounts. The Contractor agrees to pay to Town a franchise fee equal to five (5%) percent of the Contractor's gross billings to residential solid waste accounts for services rendered under the Contract with the Town, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales tax. The Town reserves the right to increase the Franchise fee in the event that the Town determines an increase is necessary to provide appropriate compensation for the impact of the Contractor's use of the Town streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with the Contract Documents.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the Town prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal costs.

11.02 Modification to Rates: Contractor may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On January 1, 2026, or on January 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each March (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from May 1 of the previous year. If the index specified above is discontinued, the parties shall agree by January 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Exclusive venue for any legal actions arising from or related to this Contract shall be in Denton County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on January 1, 2025.

18.00 MISCELLANEOUS PROVISIONS

- 18.01 Adjudication Awards: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be subject to the limits set forth in Section 271.153 of the Texas Local Government Code.
- 18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the Town. The doctrine of *respondeat superior* shall not apply between Town and Contractor, and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.
- 18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with legal counsel to review this Contract.
- 18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits, the rate sheets, and the requests for proposal, including any addenda.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the Town for Town sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay Town \$3,000.00 for support of Town sponsored events.
2. Contractor shall provide up to six (6) 30-yard roll-off containers free of charge for each clean-up event that is held once per year. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

**Estimated Number of Residential, Commercial
and Industrial Units Serviced
As of October 2024**

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	547
Commercial & Industrial	51
TOTAL	598

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EXHIBIT B
Town of Bartonville Current Rates
Effective October 2024

Residential	
Monthly Tonnage	58.89
Prior Rate/Ton -Denton	\$ 35.52
Total Disposal Cost	\$ 2,091.70
Monthly Tonnage	58.89
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 2,179.44
Variance	\$ 87.74
Monthly Revenue	\$ 12,518.00
LF Cost Adjustment	0.70%
Disposal Pass-Through PI Dollars	\$ 87.74

Tons 356.94
 Pre Cost \$ 12,841.81
 Post Cost \$ 13,474.96
 Variance \$ 633.15
 Revenue \$ 34,992.00
 PI 1.81% Letter Increase for Disposal Pass Through

Commercial	
Monthly Tonnage	95.63
Prior Rate/Ton -Denton	\$ 35.52
Total Disposal Cost	\$ 3,396.71
Monthly Tonnage	95.63
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 3,539.19
Variance	\$ 142.49
Monthly Revenue	\$ 14,324.00
LF Cost Adjustment	0.99%
Disposal Pass-through PI Dollars	\$ 142.49

Roll Off	
Monthly Tonnage	182.44
Prior Rate/Ton - Denton	\$ 35.52
Total Disposal Cost	\$ 6,480.09
Monthly Tonnage	182.44
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 6,751.92
Variance	\$ 271.83
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	3.34%
Disposal Pass Through PI Dollars	\$ 271.83

Total RO Pass-Thru
 Tons 202.42
 Pre Cost \$ 7,353.40
 Post Cost \$ 7,756.32
 Variance \$ 402.92
 Revenue \$ 8,150.00
 RO PI 4.94%

Roll Off	
Monthly Tonnage	19.98
Prior Rate/Ton - Minnis	\$ 43.70
Total Disposal Cost	\$ 873.31
Monthly Tonnage	19.98
Current Rate/Ton - Minnis	\$ 50.26
Total Disposal Cost	\$ 1,004.40
Variance	\$ 131.10
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	1.61%
Disposal Pass Through PI Dollars	\$ 131.10

SECTION V:

**CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND RECYCLING SERVICES**

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the Town of Bartonville, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certifications and associations.

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area, and type of fuel used.

- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area

- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.

- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.

- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.

- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the Town
 - 5. Identify emergency contacts

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Manual Solid Waste Collection, Take All Service**
Including Brush/Bulky Waste Collection
Once a Week Collection
Per Unit Per Month \$ _____
- B. Recyclable Materials Collection & Processing**
Once a Week Collection, 65-Gallon Polycart
Per Unit Per Month \$ _____
- C. Residential Drop-Off of Solid Waste at Landfill** \$ NO CHARGE
- D. Solid Waste and Recycling removal service at Town Facilities listed in Exhibit A** \$ NO CHARGE

ADDITIONAL SERVICE (Town):

- E1: Hazardous or Special Waste**
Once a Month Collection \$ _____

ALTERNATE SERVICE (Residential):

- B1. Recyclable Materials Collection & Processing**
Per Unit Per Month
Once a Week Collection, 95-Gallon Polycart \$ _____

OPTIONAL SERVICES (Residential):

- 1. Household Hazardous Waste**
 - a. Town-paid Events**
Contractor to propose a program similar to a 2x per year event and provide cost estimates \$ attach proposal
 - b. On-demand Service**
Contractor to propose a program where residents call in for HHW to be picked up at the house \$ _____/pickup
 - c. Unusual Accumulation**
Per Pickup \$ _____
 - a. Construction Debris**
Per Pickup \$ _____
 - d. Contractor-paid Events**
Contractor to propose a program as in 1a. for which contractor pays all costs \$ attach proposal
 - e. On-Demand Household Hazardous Waste & E-Waste Collection**
Contractor to propose a program for this type of collection \$ attach proposal

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. *Recyclable Materials Collection & Processing*

a. *Commercial/Industrial*

Once a Week Collection \$ attach proposal

b. *Unusual Accumulation*

Per Pickup \$ _____

c. *Construction Debris*

Per Pickup \$ _____

2. *Recyclable Materials Collection & Processing*

a. *Apartment Complexes*

Once a Week Collection \$ attach proposal

b. *Unusual Accumulation*

Per Pickup \$ _____

c. *Construction Debris*

Per Pickup \$ _____

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**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in **Exhibit E**

Automated Collection Cost:

Once Per Week \$ _____

Two Carts Once Per Week \$ _____

Manual Collection Cost:

Once Per Week \$ _____

Two Carts Once Per Week \$ _____

COMMERCIAL HAND COLLECTION RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

FRONT LOAD CONTAINER RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ _____

8 Cubic Yard \$ _____

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal)	\$ _____
30 Cubic Yard Open Top Per Haul (Including Disposal)	\$ _____
40 Cubic Yard Open Top Per Haul (Including Disposal)	\$ _____
Delivery and Exchange	\$ _____
Daily Container Rental	\$ _____

Compactors:

6 Cubic Yard Per Haul (Including Disposal)	\$ _____
8 Cubic Yard Per Haul (Including Disposal)	\$ _____
20 Cubic Yard Per Haul (Including Disposal)	\$ _____
30 Cubic Yard Per Haul (Including Disposal)	\$ _____
35 Cubic Yard Per Haul (Including Disposal)	\$ _____
40 Cubic Yard Per Haul (Including Disposal)	\$ _____

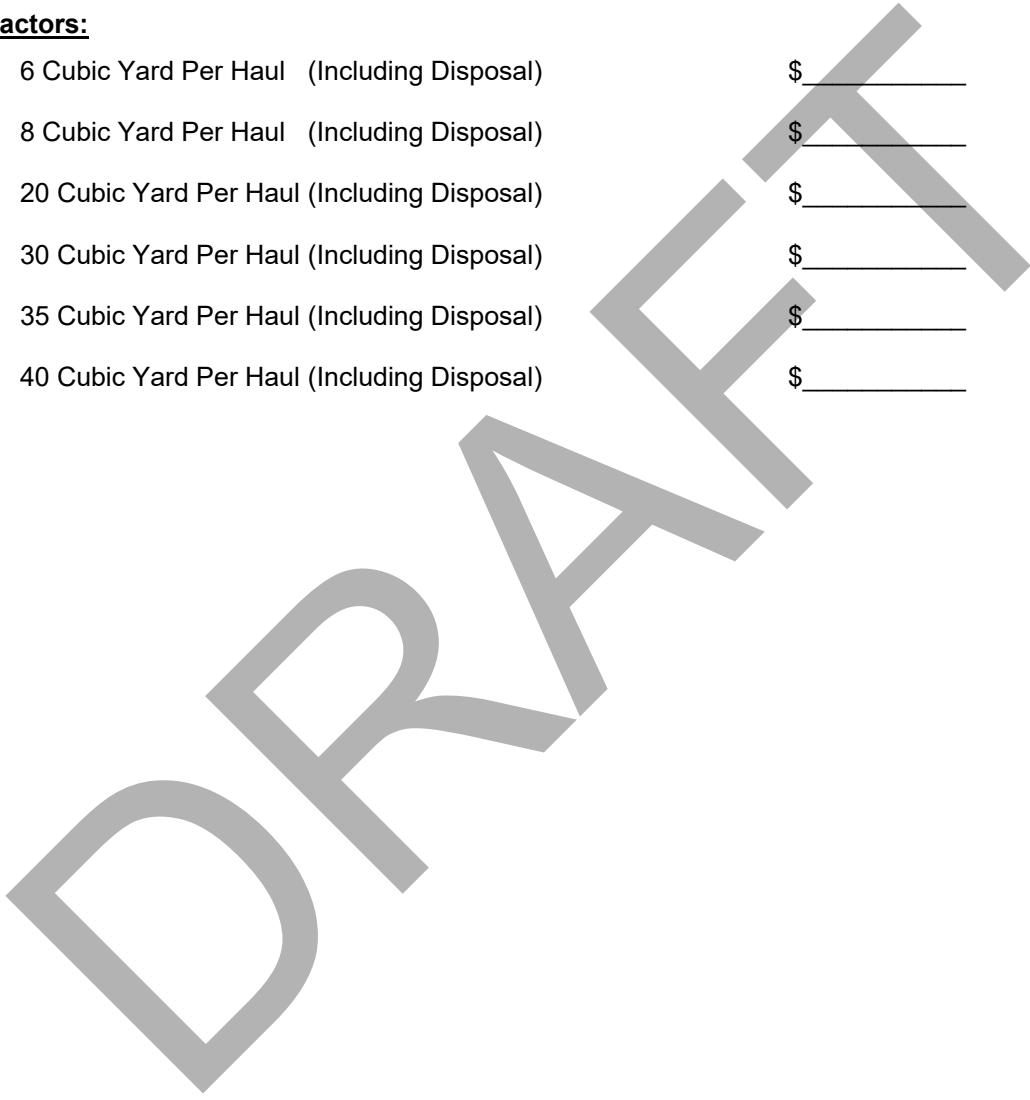


EXHIBIT A

Estimate of Town Facility Services to be Provided at No Charge

<u>Location Name</u>	<u>Address</u>
Town Hall	1941 E Jeter Road
Future Town facilities shall be provided at no charge to the Town	

Polycarts for recyclables located at Town Hall and serviced by residential routes.

CLEAN-UP EVENTS (1x year)

Contractor shall provide up to six (6) 30-yard roll-off containers free of charge for each clean-up event that are held once per year. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – Town Hazardous or Special Waste

E1: *Hazardous or Special Waste*

Once a Month Collection

On a separate sheet labeled “Additional Service – Town Hazardous or Special Waste– Exhibit A1”. The Contractor will provide these services to the Town on a cost per service basis. Also, in the event that the Town’s containers are full and need a special disposal, the Contractor will accommodate the Town when possible.

EXHIBIT B
Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C
Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to Town a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

EXHIBIT D
Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E
Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to Town a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the Town. Also please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F
Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked “Exhibit F”. The Town of Bartonville reserves the right to examine samples.

EXHIBIT G
Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked “Exhibit G”.

SAMPLE CONTRACT AGREEMENT

Final contract will be determined upon award. Should Contractor take exceptions to any of the contract provisions, Contractor shall identify exceptions on the "Deviations to Specifications Form", and include alternate proposed language, if any.

**CONTRACT
FOR COLLECTION OF SOLID WASTE**

THIS CONTRACT is made and entered into by and between the Town of Bartonville, Texas, a municipal corporation located in Denton County, Texas (hereinafter called "Town"), and _____ (hereinafter called "Contractor"), a Texas _____.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of Franchise; Term

- A. Contractor is hereby granted a Franchise, license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.
- B. The term of this Contract shall be three (3) years beginning January 1, 2025, through midnight, December 31, 2028, with up to two (2) renewal terms of two years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional two-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days of receipt of said notice.

2. Contract

- A. This Contract shall include the following documents, and this Contract expressly incorporates same herein as fully as if set forth verbatim in this Contract:
 - a. The request for proposals from Town;
 - b. This Contract and Contract terms and definitions;
 - c. Contractor's proposal, including all exhibits;
 - d. The performance bond; and
 - e. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- B. Contract shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

- C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.
- D. In the event of any conflict between any provision of this Contract and any provision in either or both items A and C referenced herein, the provisions of this Contract shall control.

3. Definitions

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling): See Recycling Container.

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

Bulky Wastes: Stoves, tires, metal wheels, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

City: The Town of Bartonville, Texas.

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

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

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

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

Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor, and Contract signed by Contractor and Town.

Contractor: The person, corporation, or partnership designated by the Town for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside: That portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

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.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents);

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Town.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 65 or 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 65 gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

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

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

Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

Town: The Town of Bartonville, Texas.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Town to be hazardous such as oil, acid, or caustic materials.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

4. Scope and Nature of Operation

A. Residential Collection:

1. Contractor shall provide “take all” curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit at least one (1) time per week when placed at curbside by 7:00 a.m. on the

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designated collection day. Further, Contractor shall provide Town a copy of maps indicating the routes used in the collection of waste from all residential customers. The Town has the right to reject and request modification of routes, and updates on routes of Contractor.

2. The Contractor shall pick up all acceptable waste generated from residential premises, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by Town. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.
- B. Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The Town shall be the sole determinant of acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all commercial customers.
- C. Brush/Bulky Wastes Collection: Contractor shall provide a collection service for brush/bulky waste and/or bundles one (1) time per week to all residential customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush/Bundle and Bulky Wastes.
- D. On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for the pickup of said items at resident's location. Pickups shall generally be made within two-to-three weeks of call to schedule service.
- E. Residential Recycling Collection:
1. The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 65-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in the request for proposal from the Town, SECTION 1, No. 18, titled "MATERIAL".

2. Contractor shall provide free of charge extra recycling bins, as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.
 3. The collection of recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.
 4. Contractor shall also provide the Town a recycling report detailing volume collected and participation rate on a monthly basis.
- F. Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the current Town Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

5. Collection Operation

- A. Hours of Operation: Contractor shall collect garbage and solid waste only between the hours of 7:00 a.m. and 7:00 p.m. Polycart shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon mutual agreement of the Town and Contractor.
- B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
 - B.1 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 a.m. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.
- C. Routes of Collection: Collection routes shall be established by Contractor as approved by the Town. The Town shall be provided route collection maps and container locations.
- D. Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the Town to best accommodate the needs of the citizens.**

E. Complaints:

- .01 Complaints shall be made directly to the Town. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the Town, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify Town and provide documentation to the Town's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The Town shall notify Contractor of each complaint reported to the Town in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations. Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The Town and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the Town with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the Town's designated representative shall be responsible for deciding any disputes between the Town, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the Town's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the Town's designated representative may request a joint inspection by a representative of the Town and a representative of Contractor.

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

Due to street size variations in the Town, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the Town and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

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

- G. Disposal: Contractor shall deliver solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.

If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the Town and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town may investigate. If the Town determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the Town.

- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse

collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.

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

6. Clean-Up Events/Payments as Additional Consideration

Contractor shall annually, on each June 1 of the term of this Contract, pay City \$3,000.00 for support of City sponsored events.

Contractor shall provide up to six (6) 30-yard roll-off containers free of charge for each clean-up event that is held once per year. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The Town shall provide a two-week notice to Contractor to schedule such events.

7. Recyclable Materials

- A. Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be commingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.
- B. Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. Contractor shall be required to identify the buyers of the recyclables upon request by the Town. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.
- C. Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to this Contract.

8. Ownership

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

9. Services at Town Facilities

Contractor shall provide solid waste and recyclable materials collection service at the Bartonville Town Hall, located at 1941 E Jeter Road, Bartonville, Texas and at all other current and future municipal facilities in the Town, all at no charge except for any Town

waste that is hazardous or special waste. Those services will be provided to the Town on a cost per service basis.

10. Landfill Access

Upon presentation of a current utility bill from the Town, residents may dispose of waste, free of charge, at the _____ located at _____, Texas.

11. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all drivers working within the Town at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- C. Contractor shall remove any driver with an unsafe driving record from working within the Town.
- D. Contractor shall make collections with a minimum of noise and disturbance to Town residents.

12. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- A. Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- B. Annual reports each October on the status of the terms and conditions of the License and any points that need to be addressed.

13. Rates

Contractor shall charge the following rates (the "rates") for services performed herein. Note: All rates and cart sizes listed below are current and are inclusive of a six percent (6%) Franchise fee (all collection types) and any billing fees.

A. RESIDENTIAL:

Weekly manual solid waste collection, Take All Service, including Brush/Bulky Waste Collection

Weekly recyclables collection (65 gal Polycart)

Residential drop off of solid waste at landfill – No charge

Solid Waste and Recycling removal service at Town Facilities – No charge

Additional Town Service – Hazardous or special waste

Alternate weekly recyclables collection (95 gal Polycart)

Optional On-demand HHW & E-Waste collection

B. COMMERCIAL:

Commercial Hand Collection, Per 90 - 96 Gallon Polycart

Automated Collection Cost:

Once Per Week

Two Carts Once Per Week

Manual Collection Cost:

Once Per Week

Two Carts Once Per Week

C. Commercial Hand Collection Rates (in dollars)

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

D. Front Load Containers Rates (in dollars):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

E. TEMPORARY FRONT-LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yd

8 Cubic Yd

F. Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal)

30 Cubic Yard Open Top Per Haul (Including Disposal)

40 Cubic Yard Open Top Per Haul (Including Disposal)

Delivery and Exchange

Daily Container Rental

G. Compactors:

6 Cubic Yard Per Haul (Including Disposal)

8 Cubic Yard Per Haul (Including Disposal)

20 Cubic Yard Per Haul (Including Disposal)

30 Cubic Yard Per Haul (Including Disposal)

35 Cubic Yard Per Haul (Including Disposal)
40 Cubic Yard Per Haul (Including Disposal)
Optional Commercial/Industrial Recycling

H. Special Brush/Bulky Collection

Contractor shall provide special request collection within seven (7) calendar days of the request at the appropriate rate, as described herein. If any residential customer shall desire to dispose of any brush, bulky items, construction debris (generated from the residential unit only) or stable matter, such customer shall notify Contractor of customer's desire to dispose of such items and Contractor shall give the resident a price and when the customer approves the pricing, Contractor shall collect the material. Service shall be limited to items as defined herein, placed at the usual place of garbage pickup, or as otherwise directed by Contractor or Town. The customer shall be billed directly by Contractor at the rate of \$_____/hr, with a one hour minimum.

I. Modification of Rates

1. On January 1, 2026, or on January 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each March (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from May 1 of the previous year. If the index specified above is discontinued, the parties shall agree by January 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the Town Council will not consider an adjustment to the base rates. If the calculations result in an increase, the Town Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing January 1, 2026, in the event fuel/diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request, and the Town Council will consider approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The Town's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the Town as soon as reasonably practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the Town.

14. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of Town of Bartonville's Code of Ordinances, state statutes, and the Texas Constitution.

15. Licenses and Taxes

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

16. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the Town shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

17. Regulation of Leased Containers

The Town shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the Town for refuse storage and collection purposes, subject to the following requirements:

- a. All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the Town;
- b. All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- c. All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents; and
- d. All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height.

Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates provided therefore by ordinance of the Town.

18. Disposal of Refuse

For the purposes of this Contract, the designated landfill(s)/recycling facility(ies) shall be the _____ located in _____, Texas and the _____ located in _____, Texas. If, during the term of this Contract, including any renewal term, the facilities shall not be available for use by Contractor, the Town may designate new facilities, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new facilities, and

Contractor, or any affiliate thereof, shall have concerns about such new facilities in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such new facilities, where upon the Town shall designate another facility, subject to the provisions of this section.

19. Office

Contractor shall establish an office with a local or toll free telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to solid waste, refuse, recyclable materials and waste materials collection within the Town. All such calls shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor or Town shall investigate and if such allegations are verified, shall arrange for the collection of such uncollected refuse within twelve (12) hours of the complaint. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and shall have a published number for complaints after normal working hours.

20. Enforcement

The services furnished hereunder to the Town and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Bartonville Town Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

21. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the Town 's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the Town.
- B. Where the Town is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the Town.

22. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express prior written consent of the Town, which consent shall not be unreasonably withheld.

23. Remuneration

For residential billing, the Contractor will provide billing to and collection from all residential accounts. The Contractor agrees to pay to Town a franchise fee equal to five percent (5%) of the Contractor's gross billings to residential solid waste accounts for

services rendered under the contract with the Town, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales tax. The Town reserves the right to increase the Franchise fee in the event that the Town determines an increase is necessary to provide appropriate compensation for the impact of the Contractor's use of the Town streets.

24. Commercial Accounts

Contractor will provide billing to and collection from all commercial accounts. Contractor agrees to pay to Town a license fee of six percent (6%) of the gross amount collected for services to commercial and industrial units, or as otherwise agreed upon between the Town and Contractor, said fee to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. All commercial customers shall be billed directly by Contractor, and the Town shall not be entitled to any compensation relating to such billing, other than the aforementioned License fee.

25. Books and Records

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

26. Contractor as Independent Contractor of Town

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the Town that the actions of Contractor's employees shall be in the best interests of the Town and its citizens. Contractor and its employees are independent contractors of the Town.

27. Termination

- A. If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Town deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, the Town will give notice at least 10 days' notice to Contractor of a hearing before the Town Council. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has breached the terms and provisions of this Contract. At the hearing, Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. After a hearing described herein, the Town may terminate this Contract and the rights and privileges granted to Contractor if the

**TOWN OF BARTONVILLE RFP #2024-01
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION**

Town Council determines that Contractor has failed to provide adequate refuse collection service for Town or has otherwise failed to perform its duties hereunder.

28. 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 Town, at: Town of Bartonville
1941 E Jeter Road
Bartonville, Texas 76226
ATTN: Town Secretary

If to Contractor, at: _____

 ATTN: _____
 (Title)

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

29. Force Majeure

Notwithstanding anything herein to the contrary, neither the Town nor the Contractor shall be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or Act of God beyond the reasonable control of the Town or the Contractor.

30. Liability Insurance

A. Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability Minimum maximum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The Town reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

- B. Additional Requirements for Insurance:** Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
1. the liability insurance policy shall name Town as an additional insured using endorsement GC 2010 or broader;
 2. the policy phrase "other insurance" shall not apply to the Town where the Town is an additional insured; the policy shall specify that it is primary and non-contributory with any of the Town's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
 3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, notice thereof shall be given to Town by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to Town is required;
 4. the term "Town" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Town and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Town;
 5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
 6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
 7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the Town a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

31. Performance Bond

- A. The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$125,000 for a term of three (3) years.
- B. The surety on the bond shall be a corporate surety authorized to do business in the state of Texas and shall have a resident address in Dallas, Tarrant or Denton County.
- C. Premium for the performance bond described above shall be paid by the Contractor. Contractor 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 Town with the bond on an annual basis.

32. Indemnity

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE TOWN AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE TOWN, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS,

ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE TOWN DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE TOWN, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF TOWN UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE TOWN IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE TOWN OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE TOWN SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

33. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

34. Venue

Exclusive venue for any legal action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

Executed this the _____ day of _____, 2024.

TOWN OF BARTONVILLE, TEXAS

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

APPROVED AS TO FORM:

Edwin P. Voss, Jr.
Town Attorney

CONTRACTOR:

CONTRACTOR'S PROPOSAL

DRAFT

EXHIBIT B
INSURANCE REQUIREMENTS

- 1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:**
- a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A**.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the Town, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Town, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the Town.
 - d. Liability policies shall be endorsed to provide the following:
 - (1) Name as additional insured the Town of Bartonville, their Officials, Agents, Employees and volunteers.
 - (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - (3) **30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 15 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.**
 - (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
 - (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
 - (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, Town may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in

EXHIBIT B

compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

