



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

**For the Period January 1, 2024 – December 31, 2028  
RFP #2023-05**

Proposal Due Date  
September 19, 2023, 12:00 PM

The City of Sanger, Texas  
502 Elm Street  
P O Box 1729  
Sanger TX 76266

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## **SECTION 1: NOTICE TO RESPONDENTS**

### **LEGAL NOTICE TO RESPONDENT**

The City of Sanger will receive sealed responses until **12:00 P.M., OCTOBER 3, 2023** for Solid Waste and Recycling Services. Sealed responses must be addressed to the City Manager, City of Sanger 502 Elm Street, Sanger, Texas 76266. No electronic responses will be accepted. Sealed responses must be in the office of the City Secretary on or before **12:00 P.M., OCTOBER 3, 2023** in an envelope plainly marked “Response to RFP-2023-05 – Solid Waste and Recycling Services”. Responses will be opened by the City Secretary, at **2:00 P.M., OCTOBER 3, 2023** at City Hall, 502 Elm Street, Sanger, TX 76266. The City of Sanger shall evaluate the responses based on all factors described herein. The City of Sanger reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, and accept the response or portions of the response determined to be of the best value to the City of Sanger. Following applicable local, state, and federal procurement regulations, the Contract will be awarded to the Respondent who provides the best value to the City of Sanger.

## SECTION 2: SCHEDULE OF EVENTS

September 5, 2023 .....City Council meeting to approve RFP

September 6, 2023 .....Post RFP on the City’s website

September 9, 2023 ..... First Publication of the Request for Proposal in the Denton Record-Chronicle

September 16, 2023..... Second Publication of the Request for Proposal in the Denton Record-Chronicle

September 22, 2023, 12:00 PM, CST.....Deadline for questions, clarifications, or interpretations

September 27, 2023, 12:00 PM, CST..... Deadline for City to provide responses to questions, clarifications, or interpretations

October 3, 2023, 12:00 PM, CST .....Proposal deadline

October 3, 2023, 2:00 PM, CST .....Bid Opening

October 16, 2023 .....City Council to award the bid

January 1, 2024 .....Commencement of service

## SECTION 3: INSTRUCTIONS TO PROPOSERS

### 3.01 DELIVERY OF PROPOSALS

Qualified prospective vendors may obtain copies of the RFP on the City website: [www.sangertexas.org](http://www.sangertexas.org). Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals shall include one hard paper copy original proposal and one (1) electronic copy of the proposal in pdf format on a flash drive. Proposals will be received by the City Secretary at Sanger City Hall, until 12:00 PM, CST, July 18, 2023. The outside of the proposal should be marked "Response to RFP-2023-05 – Solid Waste and Recycling Services". The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. Proposer is responsible for ensuring that packets are delivered to the City Hall.

#### USPS Mailing Address:

City Secretary  
City of Sanger  
P O Box 1729  
Sanger TX 76266

#### Physical Address for other delivery methods:

City Secretary  
City of Sanger  
502 Elm Street  
Sanger TX 76266

### 3.02 LATE DELIVERY

The City is not responsible for lateness or non-delivery of mail, carrier, etc. The Proposer is responsible for ensuring that packets are delivered to the Finance Department.

### 3.03 WITHDRAWAL OF PROPOSALS

Proposer may withdraw his proposal at any time before the date and time specified for the proposal deadline. A Proposer may resubmit his proposal at any time before the proposal deadline, pursuant to the procedures requirements stated herein. Once proposals are opened, no Proposer may modify or withdraw his proposal within one hundred eighty (180) days after the proposal deadline.

### 3.04 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS

Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Finance Director, Clayton Gray, via email at [cgray@sangertexas.org](mailto:cgray@sangertexas.org), before 12:00 PM, on July 7, 2023. No further inquiries will be accepted after that time.

If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the City, and Proposers shall not rely upon such explanations, clarifications, or interpretations. No Proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

### 3.05 ADDENDUMS TO THE RFP

Any explanations, clarifications, interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sanger Finance Department. Addendums to the RFP will be published on the City website: [www.sangertexas.org](http://www.sangertexas.org). It is the responsibility of the Proposer to check for addenda.

### 3.06 INFORMATION CONTAINED IN THE RFP

The information outlined in this RFP and all appendices attached hereto has been presented solely to assist interested Proposers in making their own evaluation of the resources required to provide

services to the City and is not intended to be all inclusive or to contain all of the information that a prospective Proposer may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy or completeness of such information.

The Proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services. The Proposer agrees that it has satisfied itself by the Proposer's own investigation and evaluations of information which will or could affect its performance and that Proposer's proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the City because of any information in this RFP which may prove to be erroneous in any respect.

### **3.07 DISQUALIFICATION OF PROPOSERS**

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 Proposer and the rejection of its proposal:

- A. Evidence of collusion among proposers.
- B. Lack of competency as revealed by the proposed approach, experience, financial stability, and/or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- D. Default on a previous city contract for failure to perform.

### **3.08 EVALUATION CRITERIA**

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. The selection committee may select all or some or none of the Proposers for interviews. If the City elects to conduct interviews, Proposers may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the Proposers at any time before the final approval of a selected Proposer. Final approval of a selected Proposer is subject to the action of the City Council. The criteria to be evaluated include the following items listed below. An additional explanation regarding each criterion is provided in Section 4.

**Table 3.1: Proposal Evaluation Criteria**

Factor	Maximum Points
Experience & ability to perform <ul style="list-style-type: none"><li>• Experience &amp; performance history</li><li>• Method of approach</li><li>• Key personnel</li><li>• Exceptions to the RFP</li><li>• References</li></ul>	40
Pricing & additional consideration to the City <ul style="list-style-type: none"><li>• Residential pricing</li><li>• Commercial pricing</li></ul>	30
Financial stability	20
Quality of submitted proposal	10
Total points	100

The Proposer selected to provide service may be required to present its final proposal to the Council at a City Council meeting.

### **3.09 METHOD OF AWARD AND CITY RIGHTS**

The City Council reserves the right to accept any proposal or reject any or all proposals, to waive technicalities, defects, or irregularities in any proposal, and to proceed otherwise when the best interests of the City will be realized.

### **3.10 RELEASE OF INFORMATION AND PUBLIC INSPECTION**

Only the name of the Proposer responding to this proposal shall be released at the proposal opening. Other information submitted by the Proposer shall not be released by the City, except as required by the Texas Public Information Act, and the proposals will not be available for inspection during the proposal evaluation process or before contract award. If the proposal contains trade secrets or confidential information, the Proposer must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request following the contract award. At no time will confidential information, as noted by the Proposer, be released, unless ordered by a court or the Attorney General.

### **3.11 ETHICS**

Proposers shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

### **3.12 COMPLIANCE WITH LAWS**

Proposer, 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 City calls the attention of Proposer to any such violations on the part of the Proposer, its officers, agents, employees, contractors, or subcontractors, then Proposer shall immediately desist from and correct such violation.

### **3.13 DISCRIMINATION PROHIBITED**

Proposer, 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 Proposer must be an equal-opportunity employer.

## **SECTION 4: 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 City for the goods and/or services specified.

### **4.01 ASSIGNMENT**

The successful Proposer shall not directly or indirectly subcontract, sell, convey, transfer, assign the awarded contract, in whole or in part, or any rights, interests, duties, or obligations of the contract, in whole or in part, without the prior written consent of the City, and any purported subcontract, sale, conveyance, transfer or assignment by the successful Proposer without prior written consent of the City will be null and void and not binding on the City.

### **4.02 COMMUNICATION**

The successful Proposer shall direct all contact with the City through the City designated representative in the contract. The successful Proposer 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 City unless specifically approved, or requested by the City.

### **4.03 REQUIRED FORMS**

Proposer shall include the following items in their proposal:

- A. Conflict of Interest Questionnaire (Section 8)
- B. Notarized ethics statement and a Form W-9 (Section 9)
- C. Notarized verification with the City of Sanger (Section 10)
- D. Statement of Organization (Section 11)
- E. References (Section 12)
- F. Financial Proposal (Section 13)

### **4.04 FELONY CRIMINAL CONVICTIONS**

The successful Proposer represents and warrants that neither the proposer nor the successful Proposer's employees have been convicted of a felony criminal offense, or are under investigation of such charge, or that, if such a conviction has occurred, the successful Proposer has fully advised the City as to the facts and circumstances surrounding the conviction.

### **4.05 SALES TAX**

The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-6000661.

### **4.06 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or 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.



#### **4.07 SUBCONTRACTORS**

The successful Proposer shall be the sole source of contact for the contract. The successful Proposer is 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.

## SECTION 5: BACKGROUND AND SCOPE OF SERVICES

### 5.01 OVERVIEW AND BACKGROUND INFORMATION

The City of Sanger, Texas is a growing community in northern Denton County along Interstate 35. Sanger is approximately 50 miles north of both downtown Dallas and downtown Ft Worth. The population is currently estimated to be 9,470 by the North Central Texas Council of Governments. The City expects to add several new subdivisions in the next several years and expects the population to continue increasing.

The City's current contract for solid waste and recycling services expires on December 31, 2023. The current contract provides for residential services, commercial services, roll-off services, and City facility services. The current contractor is responsible for the disposal of all solid waste and processing of all recyclable materials collected pursuant to the contract.

The City's current contractor provides residential accounts with a 95-gallon trash cart and a 65-gallon recycling cart. Residential trash collections are made twice a week on a Monday/Thursday or a Tuesday/Friday schedule. The City is considering once-a-week solid waste collection; a final decision regarding once or twice-per-week residential collections shall be made before issuing a new contract. For that reason, the Proposer is required to submit a proposal based on current levels of service and on alternative service levels as described in Section 3.02 and in the required forms in Appendix B.

Residential recycling collections are on the second collection day – either Thursday or Friday. The current contract specifies recyclables to include various paper, glass, metal, and plastics, as described in Section 05.02.13. The City is considering adding recycling for commercial accounts in addition to residential accounts. A final decision on commercial recycling shall be made before issuing a new contract. For that reason, the Proposer is required to submit a proposal based on current levels of service and on alternative service levels as described in Section 5.02 and in the required forms in Section 13.

#### 5.01.01 Current Residential Services

Solid waste and recycling services are currently provided to approximately 3,160 residential customers as follows: twice-per-week collection of solid waste in 95-gallon carts and once-per-week collection of recyclable materials in 65-gallon carts. The current Service Provider collects Municipal Solid Waste and Yard Waste from Single-Family Residential Units, provided that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, (ii) such Yard Waste is placed in Bags, and (iii) such Bags and Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

Bulky waste collection services are currently provided to approximately 3,160 residential customers as follows: once-per-week collection provided that the Bulky Items (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed four (4) cubic yards in total volume or have any individual item exceeding one-hundred (100) pounds in weight. The Service Provider is only responsible for collecting, hauling, and recycling or disposing of Bulky Items from Single-Family Residential Units. White Goods containing refrigerants are not collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. The service provided does not include the collection of Bulky Items comprised of Construction and Demolition Waste, White Goods, or any materials resulting from remodeling, general property clean-up, or clearing of property

for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

**Table 5.1: Residential Services Tonnage by Material**

Month	Trash Tons	Recycling Tons
May-22	722.88	31.97
Jun-22	408.69	57.29
Jul-22	521.62	38.18
Aug-22	533	42.26
Sep-22	567.44	65.28
Oct-22	496.81	33.27
Nov-22	470.57	33.9
Dec-22	499.79	42.81
Jan-23	360.55	34.73
Feb-23	298.6	34.93
Mar-23	335.25	53.88
Apr-23	267.3	35.12
<b>Totals</b>	<b>5,482.50</b>	<b>503.62</b>
<b>Monthly Average</b>	<b>456.88</b>	<b>41.97</b>

(Bulky waste tonnage is included in solid waste.)

Additional residential services include the curbside collection of Christmas trees.

Additional information regarding current residential services is located on the City website, [www.sangertexas.org](http://www.sangertexas.org).

#### 5.01.02      Current Commercial Services

Solid waste services are currently provided to approximately 210 commercial customers. Commercial accounts include a combination of various sizes of containers and are collected between one (1) and three (3) times per week.

**Table 5.2: Commercial Containers Serviced**

Size	Pickups/Week	# of Containers
Commercial Toter	2	51
Commercial extra Toter	2	3
3 yard	1	37
3 yard	2	6
4 yard	1	15
4 yard	2	4
6 yard	1	20
6 yard	2	12
6 yard	3	9
8 yard	1	20
8 yard	2	22
8 yard	3	25
Commercial Lockbar		12
Commercial Enclosure		15
Totals		251

**Table 5.3: Commercial Services Tonnage**

Month	Trash Tons
May-22	364.34
Jun-22	263.59
Jul-22	227.85
Aug-22	329.88
Sep-22	298.45
Oct-22	331.07
Nov-22	270.18
Dec-22	271.42
Jan-23	237.14
Feb-23	247.55
Mar-23	304.5
Apr-23	238.77
<b>Totals</b>	<b>3,384.74</b>
<b>Monthly Average</b>	<b>282.06</b>

5.01.03      Current Roll-off Services

Roll-off services are currently provided to approximately 4 commercial customers.

**Table 5.4: Roll-Off Services Tonnage**

Month	Trash Tons
May-22	221.84
Jun-22	172.12
Jul-22	181.64
Aug-22	249.47
Sep-22	230.58
Oct-22	211.79
Nov-22	160.71
Dec-22	163.56
Jan-23	170.7
Feb-23	159.41
Mar-23	247.75
Apr-23	216.59
<b>Totals</b>	<b>2386.16</b>
<b>Monthly Average</b>	<b>198.85</b>

5.01.04      Special Collections and Services

- A. **Municipal Locations.** The current Provider provides, at no cost to the City, up to an aggregate number of thirteen (13) Containers (each up to eight cubic yards in size) to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed.
- B. **Special Events.** The current Provider provides, at no cost to the City one (1) Roll-Off, with one (1) free haul of such Roll-Off, to collect Municipal Solid Waste at each of the City's two (2) special events held each calendar year; provided, that the City gives the Service Provider reasonable prior written notice of the dates of such special events.
- C. **Annual Trash-Off.** The current Provider provides, at no cost to the City, Roll-Offs to collect Municipal Solid Waste at the City's annual "Trash-Off" event.
- D. **Sludge Services.** The current Provider provides hauling and disposal services for sludge from the City's wastewater treatment plant; provided that the sludge is tested, accompanied by requisite documentation of the State of Texas, and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights to comply with the Texas Department of Transportation's weight guidelines. The current rate is \$665.32 per haul of a 20-yard roll-off.

5.01.05      Current City Facility Services

Solid waste services are currently provided at all City Hall facilities at no charge.

**Table 5.5: Current City Facility Services**

Description	Address	Container	Collection
Sanger Cemetery	McReynolds Road	3CY	1 time/week
City Offices & Fire Dept	2nd Street @ Bolivar Street	8 CY	1 time/week
Sanger Depot & Crisis Center	100 N 5th Street	8 CY	2 times/week
Electric Shop	1st Street @ Bolivar Street	6 CY	1 time/week
Electric Department	302 Railroad Avenue	6 CY	2 times/week
Railroad Park	600 Railroad Avenue	8 CY	2 time/week
City Hall	502 Elm Street	3CY	1 time/week
Waste Water	212 Railroad Avenue	3CY	1 time/week
Senior Center	200 Bolivar Street	3CY	1 time/week
Water Department - Sewer Plant	300 Jones Street	3CY	1 time/week
Maintenance Yard	100 Cherry Street	8 CY	1 time/week
Sports Park	2201 S Stemmons Highway	8 CY	1 time/week
Warehouse	103 Bolivar	3CY	1 time/week

5.01.06      Current Service Rates

**Table 5.6: Current Residential and Commercial Service Rate Charges**

**Current Residential Rates**

Size	Pickups/Week	Rate
95 Gallon Poly Cart	2	\$19.13
65 Gallon Recycling Cart	1	Included above

**Current Commercial Rates**

Size	Pickups/Week	Rate
Commercial Toter	2	\$31.46
3 yard	1	\$80.40
3 yard	2	\$137.50
3 yard	3	\$187.60
4 yard	1	\$100.22
4 yard	2	\$171.29
4 yard	3	\$250.52
6 yard	1	\$137.50
6 yard	2	\$275.00
6 yard	3	\$386.86
8 yard	1	\$171.29
8 yard	2	\$312.28
8 yard	3	\$484.74
Commercial Lockbar	12	\$12.82
Commercial Enclosure	15	\$12.82

**Table 5.7: Current Roll-Off Rate Charges****Current Commercial Roll-Off Rates**

Size	Haul	Delivery	Daily Rent	Disposal	Dry Runs
20 Yard	\$ 401.95	\$ 154.68	\$ 5.12	\$49.25/ton	\$104.91
30 Yard	\$ 401.95	\$ 154.68	\$ 5.12	\$49.25/ton	\$104.91
40 Yard	\$ 401.95	\$ 154.68	\$ 5.12	\$49.25/ton	\$104.91

**Table 5.8: Current City Charges****Current City Roll-Off Rates**

Size	Haul	Delivery	Daily Rent	Disposal
20 Yard	\$ 216.09	\$ 62.56	\$ 2.08	\$28.64/ton
30 Yard	\$ 216.09	\$ 62.56	\$ 2.08	\$28.64/ton
40 Yard	\$ 216.09	\$ 62.56	\$ 2.08	\$28.64/ton

**Current City Sludge Rates**

Size	Haul
Sludge 20 CY Roll-off	\$ 665.32

**5.02 SCOPE OF SERVICES**

- A. Current residential and commercial service levels as described in all of section 5.0
- B. Alternate service levels as described in the remaining sections of this RFP

**5.02.01 Contract Term**

The term of service shall be five (5) years beginning January 1, 2024, with up to one (1) renewal term of five (5) years. The successful Proposer may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If the successful Proposer does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract prohibiting the City from exercising the optional renewal term, the City may upon written notice to the successful Proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

**5.02.02 Exclusive Services**

The successful Proposer shall have the exclusive right to provide all solid waste services to residential customers and commercial customers within the City. The exclusive right includes the provision of solid waste services to construction projects within the City. In addition, the successful Proposer shall have the exclusive right to provide all recycling services to residential customers. The successful Proposer shall have the non-exclusive right to provide recycling services to commercial customers and City facilities. The successful Proposer, not the City, shall be solely responsible for defending the rights granted to the successful Proposer herein against third parties.

5.02.03     Residential Service Alternatives

- A. Twice per week collection of solid waste materials in 90-96 gallon carts and yard waste in bags
- B. Once per week collection of solid waste materials in 90-96 gallon carts and yard waste in bags
- C. Once per week collection of recyclable materials in 90-96 gallon carts
- D. Once per week collection of bulky waste and/or solid waste up to 4 cubic yards
- E. Once per week collection of bulky waste in excess of 4 cubic yards
  - a. Billing and collection of fees for item E by successful Proposer
- F. Additional cart fee
  - a. Solid waste carts
  - b. Recycling carts

All services are to be provided on the same day of the week to each residential location.

5.02.04     Commercial Service Alternatives

- A. Solids Waste 96 Gallon Carts
  - a. Twice per week collection of solid waste materials
  - b. Once per week collection of solid waste materials
- B. Solid Waste 3CY, 4CY, 6CY, and 8CY dumpsters
  - a. Once per week collection of solid waste materials
  - b. Twice per week collection of solid waste materials
  - c. Three times per week collection of solid waste materials
- C. Recycling CY, 4CY, 6CY, and 8CY dumpsters
  - a. Once per week collection of recycling materials

5.02.05     Roll-off Service Alternatives

- A. Collection of solid waste materials by container size (i.e. 20 CY, 30 CY, and 40 CY with and without compactors), upon customer request.

5.02.06     City Facility Service Alternatives

- A. Once per week collection of solid waste materials at all City facilities
- B. Twice per week collection of solid waste materials at all City facilities
- C. Once per week collection of recyclable materials at all City facilities
- D. Solid waste and recyclable containers for City events, upon request
- E. Roll off containers by size, upon request



F. Additional items

- a. **Municipal Locations.** The successful Proposer will provide, at no cost to the City, up to an aggregate number of thirteen (13) Containers (each up to eight cubic yards in size) to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed.
- b. **Special Events.** The successful Proposer will provide, at no cost to the City one (1) Roll-Off, with one (1) free haul of such Roll-Off, to collect Municipal Solid Waste at each of the City's two (2) special events held each calendar year; provided, that the City gives the Service Provider reasonable prior written notice of the dates of such special events.
- c. **Annual Trash-Off.** The successful Proposer will provide, at no cost to the City, up to twenty (20) Roll-Offs to collect Municipal Solid Waste at the City's two (2) annual "Trash-Off" events, with an aggregate of twenty (20) free hauls of such Roll-Offs each calendar year.
- d. **Sludge Services.** The successful Proposer will provide hauling and disposal services for sludge from the City's wastewater treatment plant; provided that the sludge is tested, accompanied by requisite documentation of the State of Texas, and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation's weight guidelines. The current rate is \$665.32 per haul of a 20-yard roll-off.

5.02.07 Disposal and Processing Services

The successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs. All solid waste collected under the contract shall be disposed of at a disposal site properly authorized under all applicable federal, state, and local laws. All recyclable materials collected under the contract shall be processed at a processing facility properly authorized under all applicable federal, state, and local laws.

The successful Proposer will be responsible for processing all recyclable materials collected from the City. The successful Proposer must process a minimum of ninety-five percent (95%) by weight of program recyclable materials collected per month.

5.02.08 Set-out Limits on Items Placed Curbside for Collection

- A. The Set-out limit for residential customers is defined as follows: all materials set-out are to be collected and shall be placed within 6 feet of the curbside (see Collection Location section below).
- B. The successful Proposer shall tag and leave items placed for collection that are in excess of the Set-out limit described in item A above.
- C. The successful Proposer shall promptly notify the City Finance Department of any address where tagged items are left, on or before 10:00 AM the following business day.

5.02.09 Collection Location

- A. Residential customers that are unable to place materials within 6 feet of curbside shall contact the City Finance Department to request an alternate collection location. The

successful Proposer agrees to assist Handicapped Residential Units with house-side collection of their Bags and Containers; provided, that the successful Proposer receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

5.02.10      Collection Days and Schedule

Collection shall be provided between 7:00 AM and 7:00 PM on scheduled service days.

A. Residential Services

1. Shall be provided Monday through Friday, excluding holidays.
2. If a holiday (per Section 3.02.11) falls on a weekday that is a scheduled service day, collections for the holiday and each day thereafter will be delayed one day during that week, and Friday's scheduled collection day will be delayed to Saturday that week.
3. The successful Proposer shall not change collection days or schedules to residential customers without written authorization from the City.

B. Commercial, Roll-off, and City Facility Services

1. Shall be provided Monday through Saturday.
2. The City shall determine the collection schedule and days for all City facilities services.
3. Commercial services and roll-off services customers and the successful Proposer shall agree upon the collection schedule and days subject to no objection by the City.

The successful Proposer shall provide the City route collection maps and container locations for residential and commercial customers.

5.02.11      Holidays

The following shall be holidays for purposes of the contract:

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

The successful Proposer may decide to observe any or all of the above-mentioned holidays by suspension or service on the holiday, but the successful Proposer must meet its contractual obligations.

5.02.12      Missed Collections

The successful Proposer shall notify the City by 4:00 PM of potentially missed collections when a street, portion of a route, or a complete route may not be completed before 7:00 PM.

When the successful Proposer is notified of a missed collection the following procedures are required

as long as such notification does not conflict with GPS documentation of the successful Proposer's attempt to provide services to the customer:

- A. Before 4:00 PM, the successful Proposer shall dispatch a truck and provide the collection before 7:00 PM on the same day.
- B. After 4:00 PM, the successful Proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided.
- C. After 4:00 PM preceding a holiday, the successful Proposer shall provide collection within the first three (3) hours of the day after the holiday.

#### 5.02.13 Program Recyclable Materials

The following recyclable materials are currently included in the residential recycling services: mixed waste paper (including corrugated cardboard, newspaper, office paper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, and magazines, etc.), steel and tin cans, aluminum cans, plastic containers labeled types 1 and 2.

#### 5.02.14 Disaster Debris

The City and the successful Proposer will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per residential customer of historical residential services tonnage for the same quarter for the prior three years. Collection and disposal or processing of all other disaster debris shall be provided by the successful Proposer at no additional charge.

#### 5.02.15 Spills, Leaks, and Litter

The successful Proposer shall exercise care to prevent spilling, leaks, and littering. The successful Proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking, and littering. The successful Proposer shall immediately pick up and clean up all spills, leaks, and litter resulting from successful Proposer's vehicles, or by successful Proposer's employees or subcontractor while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

#### 5.02.16 Vehicle Maintenance and Specifications

All vehicles shall be kept in a clean and sanitary condition. Collection vehicles shall be painted in the successful Proposer's color or color schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful Proposer.

Collection vehicles shall be sufficient to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the successful Proposer's staff and driver may communicate during the route collection. In addition, collection vehicles will be equipped with backup cameras, spill kits,

and GPS tracking capability. If Proposer proposes to equip carts with radio frequency identification (RFID) tags, collection vehicles will be equipped with RFID tag readers.

5.02.17 Carts

The successful Proposer will be responsible for the purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to carts. The Proposer shall purchase carts that meet the requirements set forth in the contract including, but not limited to, the following requirements:

- A. Carts must be colored to differentiate solid waste services from recycling services. Carts must be uniform in color. Colors must be approved by the City.
- B. Carts must be of high quality and durability with a ten-year warranty.
- C. Cart markings must be approved by the City.
- D. Carts may be equipped with passive RFID tags utilizing an ultra-high frequency (UHF) range.
- E. Recycling services carts must have full-color in-mold labels (as approved by the City) of recyclable materials included and excluded from the program, with a minimum size area of 100 square inches.
- F. Carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant).
- G. Carts must be equipped with a metal lift bar (replaceable if damaged).
- H. Carts must be either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

The successful Proposer shall deliver a new solid waste cart and new recycling cart to each customer receiving services via cart before December 31, 2023. Upon request, the successful Proposer shall deliver new carts to new customers. The successful Proposer will be responsible for responding to requests from and delivering carts to customers who need a cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used carts must be cleaned before reentry into the system and delivery to customers. Damaged carts shall be removed at the same time a replacement cart is delivered.

Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties.

5.02.18 Dumpsters, Roll-offs, and Compactors

The successful Proposer will be responsible for the purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the successful Proposer. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful Proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.

The successful Proposer is responsible for removing graffiti from its dumpsters, roll-offs, and compactors. Collection drivers shall notify the successful Proposer at the end of each day of any dumpster, roll-off, or compactor containing graffiti. The successful Proposer shall remove any graffiti from its dumpsters, roll-offs, and compactors within five (5) business days of notification. Each dumpster, roll-off, and compactor of the successful Proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A dumpster, roll-off, or compactor of the successful Proposer shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the successful Proposer to install and service a dumpster, roll-off, or compactor. Damage to dumpster, roll-off, or compactor on customers' premises is at the successful Proposer's risk, as between those parties and without affecting the risk or liability of others. The successful Proposer shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the successful Proposer's negligence. The successful Proposer shall repair or replace within one business day any dumpster, roll-off, or compactor that the City determines does not comply with applicable law or constitutes a health or safety hazard.

#### 5.02.19      *Successful Proposer's Office*

The successful Proposer shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 7:00 AM to 7:00 PM on regular collection days. When collection is postponed one day for the holiday schedule the successful Proposer's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

#### 5.02.20      *Customer Service and Complaint Resolution*

The successful Proposer shall provide a single source contact/resource to receive City Finance Department requests and/or complaints. Such resource shall respond to the City within two (2) hours of initial outreach.

The successful Proposer will be primarily responsible for customer service requests, complaints, and complaint resolution. The successful Proposer shall be the first point of contact for customers. The successful Proposer shall give each request and/or complaint prompt and courteous attention within 24 hours, excluding weekends and holidays.

If the successful Proposer is unable to resolve a complaint within 24 hours, the successful Proposer will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 24 hours.

The outcome of an unresolved complaint will be at the discretion of the City Finance Director or her/his designee.

The successful Proposer shall maintain a log of complaints and shall provide the City every month, or 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.

#### 5.02.21     Education Information

The successful Proposer shall be responsible for the publishing and distribution of public education information, in both hard copy and electronic version for use on City's website, upon the initial award of the contract. The information should contain a list of materials to be collected, a list of materials that cannot be collected or items that will require a special fee-based pick-up, and how to prepare materials for residential solid waste and recycling service. Said information shall be provided to every new customer. The information shall be updated by the successful Proposer and mailed out to all customers after any changes in collection procedures.

#### 5.02.22     Reporting

The successful Proposer shall provide the following daily and monthly reports to the City. Reports shall be in a format approved by the City.

Complete and accurate daily reports must be submitted to the City by 10:00 AM, CST each business day. Daily reports must contain the following information:

- A. **Daily Call Log.** Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
- B. **Unacceptable Set-out Lob.** Spreadsheet of unacceptable set-outs by address and description of the reason.

Complete and accurate monthly reports must be submitted to the City on or before the tenth (10<sup>th</sup>) of each month. Monthly reports must contain the following information:

- A. **Amount of Solid Waste and Program Recyclable Materials Collected.** Spreadsheet listing amounts (in tons/pounds) of solid waste and program recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.
- B. **Customer List for Roll-off Services.** Identify each by address and level of service, name, and contact information.
- C. **Billing and Revenue Documentation.** Documentation justifying the successful Proposer's billings and revenue derived by the successful Proposer for services within the City.
- D. **Summary of motor vehicle accidents or moving violations involving the successful Proposer's vehicles.** Identify vehicle, employee, and description of the violation.
- E. **Set-out Rate and Participation Rate Information.** If Proposer proposes to equip carts with RFID tags, a spreadsheet listing set-out and participation rates by service by route. The spreadsheet must also include year-to-date average rates.

#### 5.02.23     Billing & Customer List

##### A. Residential Services

- a. The City will be responsible for customer billing and collection, in accordance with the selected service alternatives.

B. Commercial or Roll-off Services

- a. The successful Proposer will be responsible for customer billing and collection, in accordance with the selected service alternatives.

5.02.24 Franchise Fee

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Proposer, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to six percent (6%) of gross receipts resulting from the operation of the services within the City and will email a report to the Finance Director detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar days' written notice. All fees proposed in Form 4 exclude Franchise Fees.

5.02.25 Performance Bond

Upon the execution of this contract, the successful Proposer shall make, execute, and deliver to the City a good and sufficient performance bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this contract.

The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City.

The successful Proposer shall pay all premiums chargeable for the Performance Bond.

The performance bond shall be valid and non-cancelable for a period of one year. Thereafter, the successful Proposer must renew or obtain a new performance bond each year of the contract. Each performance bond must be valid and non-cancelable and comply with the requirements of this contract. The successful Proposer shall provide the City with a renewed or new performance bond on the 1<sup>st</sup> day of November of each contract year.

For the initial contract year, the performance bond must be equal to the estimated amount of the initial twelve (12) calendar months of fees to be paid to the successful Proposer by the City and customers as estimated by the City. For subsequent years, the performance bond must be equal to the actual amount of the prior twelve (12) calendar months of fees paid to successful Proposer by the City and customers.

5.02.26 Insurance

The successful Proposer shall be solely responsible for any insurance required under the terms of the contract, including, but not limited to, payment of premium and deductibles whether or not the City is an insured under the policy, and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering the successful Proposer.

The successful Proposer shall procure and maintain, during the term of the contract and any extensions thereof, the types of insurance and coverages that comply with the insurance requirements shown in the attached Section 7. The successful Proposer must notify City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this contract.

The successful Proposer shall ensure that the insurance coverage required under the contract is obtained and maintained by the successful Proposer to cover its work hereunder. The successful Proposer shall be held responsible for any modification, deviation, or omissions in the insurance requirements.

City shall retain the right, at any time, to review coverage, form, and amount of insurance coverage. The procuring of the required policy or policies of insurance shall not be construed to limit the successful Proposer's liability to fulfill the indemnification provisions and the requirements under this contract. Notwithstanding said policy or policies of insurance, the successful Proposer shall be obligated for the full and total amount of any damages, injury, or loss caused by the action or inaction of the successful Proposer in connection with this contract.

All insurance certificates shall be received and approved by City before the successful Proposer will be allowed to commence or continue work.

Notice of accident (occurrence) and claim shall be given to the insurance company and City as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of the successful Proposer pursuant to this section shall survive the expiration or termination of this contract.

Failure to comply with any term of this section is a breach of this contract and may result in the termination of this contract.

#### 5.02.27 Administrative Charges

The successful Proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, the City will suffer damages that are difficult to determine and adequately specify. The successful Proposer agrees, in addition to any other remedies available to the City, that the City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and the City may require payment by the successful proposer of the charges set forth for each act:

- A. Failure to complete all collections between 7:00 a.m. and 7:00 p.m.: \$1,000 per route.
- B. Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the successful proposer as an unacceptable set-out, and the successful proposer cannot provide data demonstrating collection vehicle traveled on the street and collections occurred on the street.
- C. Missed residential unit block: \$500 per incident the successful proposer failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the successful proposer as unacceptable set-outs and the successful proposer



cannot provide data demonstrating collection vehicle traveled on the street and collections occurred on the block.

- D. Failure to correct a missed collection as specified in the contract: \$25 per occurrence per day.
- E. Failure to clean up spill as specified in the contract: \$200 per incident per day.
- F. Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
- G. Failure to distribute unacceptable set-out notice in accordance with the contract: \$20 per occurrence.
- H. Failure to submit an accurate report in the specified format, as required by the contract: \$200 per report per calendar day.
- I. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- J. Failure to respond to any customer complaint in accordance with the contract: \$100 per incident per calendar day.
- K. Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- L. Commingling of materials in violation of the contract: \$1,000 per incident.
- M. Disposal of recyclable materials in a landfill prior to being processed as recyclables: \$2,000 for each incident.

The city may impose administrative charges when the City's designated representative determines that performance consistent with the provisions of the contract has not occurred. The City's designated representative shall notify the successful proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by the City or its designee. It shall be the duty of the successful Proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

The city may deduct the full amount of any such charges from any payment due to the successful Proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which the City may have under law, at equity, or pursuant to the terms of the contract.

The successful Proposer's obligations to make payments for such charges under this section occurring prior to the expiration or termination of the contract shall survive termination or expiration of the contract.

#### 5.02.28 Termination of Contract

In the event of a failure by the successful Proposer to perform any material provision of the contract, the City shall give written notice of such breach to the successful Proposer along with a thirty (30) day notice (the "cure period") to correct such breach. The City may terminate the contract after such a cure period if the successful Proposer has not adequately corrected such breach in accordance with the contract and the City so notifies the successful Proposer in writing of such termination action. Upon the effective date of termination as contained in the notice, the successful Proposer shall, unless

the notice directs otherwise, immediately discontinue all Services in connection with the contract. At such time, the City shall pay the successful Proposer only for charges and fees in which Services performed on or before such termination date. In the event such termination occurs, the City may exercise its rights under the successful Proposer's performance bond and procure the services of another waste services provider to complete the work covered under the contract for the remainder of the time period covered by the initial term of the contract or extension thereof.

If the City determines, and notifies the successful Proposer, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the successful Proposer has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the successful Proposer shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the successful Proposer.

The City may withhold all or part of any sums which would otherwise be due to the successful Proposer, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

In the event that the successful Proposer shall fail to perform any of the material provisions of the contract, the City shall promptly notify the successful Proposer of its noncompliance, stating with particularity the facts relating thereto and the period of time the successful Proposer has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of the contract within the period of time specified by the City, the same is a violation of the contract, subject to the non-compliance penalty set forth in the contract. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of the contract.

## SECTION 6: PROPOSAL FORMAT AND CONTENT

The Proposal must contain ALL of the required paperwork. ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. ALL forms requiring signatures must be signed. References to company brochures and flyers will not be accepted as an answer. The Proposal must be organized into tabbed and labeled sections in the required order.

- A. Cover Sheet and Mandatory Forms
- B. Proposed Approach
- C. Experience
- D. Financial Stability and Exceptions to RFP
- E. Financial Proposal

### 6.01 COVER LETTER AND REQUIRED FORMS

Proposers shall submit a cover letter containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The cover letter shall include a signature from a representative authorized to legally bind the proposing company as identified in the Form 2 Statement of Organization Form. In addition, the Proposer shall complete the following items:

- 1. Conflict of Interest Questionnaire (Section 8)
- 2. HB 1245 Statement and Form W-9 (Section 9)
- 3. Verification (Section 10)
- 4. Statement of Organization (Section 11)
- 5. References (Section 12)

### 6.02 PROPOSED APPROACH

#### 6.02.01 Overview of Approach to Collection Services

Proposer shall provide an overview of the proposed approach for providing the following collection services:

- A. Residential Services
  - a. Solid Waste
  - b. Recycling
  - c. Bulky Waste
- B. Commercial Services
- C. Roll-off Services
- D. City Facility Services

6.02.02 Residential Services Collection Route Schedules and Maps

Proposer shall include a proposed route schedule and maps for residential services.

6.02.03 Overview of Approach to Disposal and Processing Services

Proposer shall provide an overview of the proposed approach for the disposal of solid waste and bulky waste and the processing of recyclable materials collected via the program. For processing of recyclable materials, Proposer shall identify recyclable materials to be included in residential recycling services and description of residential public education and outreach efforts to be performed by Proposer. Proposer shall list the name, location, and distance from the City for the facilities proposed for use in providing the disposal and processing services specified in the contract.

6.02.04 Equipment

Proposer shall describe the following equipment:

**A. Collection Vehicles.** The descriptions shall include:

- a. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
- b. Number of front line and spare collection vehicles to be used to perform each service.
- c. Any future collection equipment to be acquired and a timeline for the acquisition of new collection equipment.
- d. Number of personnel needed for each collection crew to conduct each service.
- e. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.

**B. Carts.** The description shall include, at a minimum, the manufacturer, capacity, and color. Photos of the proposed carts should be included. If requested, Proposer shall provide a sample of the carts to the City.

**C. Dumpsters and Roll-offs.** The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed dumpsters and roll-offs should be included. Proposer shall describe maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

6.02.05 Customer Service Policies and Procedures

Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:

- A. Description of customer complaint resolution procedures including customer follow-up to ensure the complaint is resolved to the customer's satisfaction.
- B. Description of missed collections resolution procedures including ensuring missed collections are resolved in accordance with the RFP.
- C. Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike, and any other pertinent and applicable information.

6.02.06     Customer Billing Policies and Procedures

Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful Proposer. Provide a detailed description of your customer billing program, including billing cycles, collection policy, and practices.

6.02.07     Disaster Management Plan

Disasters resulting in significant volumes of debris may occur in the City. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

6.02.08     Transition Plan

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the transition plan.
- B. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- C. Detailed schedule for the transition.
- D. Proposed strategies for customer communication regarding the transition of service providers.

**6.03 EXPERIENCE**

6.03.01     Key Personnel Experience

Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Customer Service Manager, etc.). For each key personnel, Proposer shall provide the following information:

- A. Description of direct experience in solid waste and recycling services;
- B. List of industry training and certifications;
- C. Office location of personnel; and
- D. Amount of time per week personnel will be dedicated to the City contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the City contract.

6.03.02     Company Experience

Briefly describe in a narrative format the Proposer's experience that is relevant to this RFP. Provide references for communities for which the Proposer is currently providing similar services. Proposer shall provide a minimum of three (3) references using the forms in Section 12.

#### 6.03.03 Contracts Ended Prior to the Expiration Date

Identify any contracts in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- A. Assignment of the contract to another vendor;
- B. Change of control of the contract to another vendor;
- C. Termination of the contract;
- D. Mutual agreement with the customer to discontinue service; and/or
- E. Other reasons.

#### 6.03.04 Other Performance History Information

The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and the state of the Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Texas Commission on Environmental Quality or any local enforcement agency in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The list shall include the name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters.

### **6.04 FINANCIAL STABILITY AND EXCEPTIONS TO RFP**

#### 6.04.01 Financial Stability

Proposers shall submit the following information related to financial stability:

- A. Briefly describe in a narrative format the Proposer's financial condition, and results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC-required Management Discussion.
- B. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under the contract. For publicly held companies, also provide SEC 10K filings for the parent organization.
- C. Disclose whether Proposer or parent company has ever filed for bankruptcy.

#### 6.04.02 Exceptions to RFP

Proposer shall identify any and all exception(s) to this RFP. If Proposer identifies an exception (s), Proposer shall clearly identify the exception(s), state the reason for such exception(s), and how Proposer believes City may benefit from same. For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP will be considered and included in the City's evaluation. If nothing is provided in this section, it will be assumed that the formal proposal is for the services as specifically described in this RFP.

### **6.05 FINANCIAL PROPOSAL**

Proposer shall complete Section 13 Financial Proposal.

## SECTION 7: INSURANCE REQUIREMENTS

The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

### **A. Workers' Compensation and Employers' Liability:**

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

### **B. Commercial General Liability:**

- i. Bodily Injury & Property Damage  
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

### **C. Commercial Automobile Liability Limits:**

- i. Bodily Injury & Property Damage  
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Secretary. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of the contract, the Successful Proposer shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Successful Proposer's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Successful Proposer's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of the contract and can result in retraction by the City of the award of the contract to the Successful Proposer or termination of the contract.
- The Successful Proposer shall file proof of insurance meeting the requirements as set forth herein with the City. The Successful Proposer shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Successful Proposer to fully comply with the requirements set forth herein regarding insurance is a breach of the contract and the City may terminate the contract with the Successful Proposer.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Successful Proposer for any damages arising from the Successful Proposer's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.



## SECTION 8: CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 10px;">             Name of Officer           </div>		
<p><b>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.</b></p> <div style="border: 1px solid black; height: 200px; margin-top: 10px; padding: 10px;"> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> </div>		
<p><b>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.</b></p> <div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">             Signature of vendor doing business with the governmental entity           </div> <div style="width: 35%;">             Date           </div> </div>		

**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.

## **SECTION 9: HB 1295 AND FORM W-9**

### **9.01 HB 1295**

The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by municipalities to have a notarized ethics statement submitted to the City. Here is the link to the website with the video explaining how to do this.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Please submit your completed and notarized form with your response packet.

### **9.02 FORM W-9**

Please submit a copy of a W-9 for your company with your response packet.

## SECTION 10: VERIFICATION

I, \_\_\_\_\_ (Person name), the undersigned representative of

\_\_\_\_\_ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above:

6. Shall not boycott Israel at any time while providing products or services to the City. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
7. Shall not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
8. Shall not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
9. A person or business that contracts with or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Representative

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature

## SECTION 11: STATEMENT OF ORGANIZATION

### PROPOSER

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

\_\_\_\_\_

Local Business Contact Person: \_\_\_\_\_

Local Business Phone: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

### SUBCONTRACTORS

List of all firms participating in this submittal.

Name	Address	Area of Responsibility
------	---------	------------------------

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

(d) \_\_\_\_\_

**SECTION 12: REFERENCES**  
**Reference #1**

Proposer Name: \_\_\_\_\_

**Reference Information**

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

**Experience Overview**

Dates of Service: from \_\_\_\_\_ to \_\_\_\_\_

# of Residential Customers: \_\_\_\_\_ # of Commercial Customers: \_\_\_\_\_

**Experience/Project Description:**



## Reference #2

Proposer Name: \_\_\_\_\_

### Reference Information

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

### Experience Overview

Dates of Service: from \_\_\_\_\_ to \_\_\_\_\_

# of Residential Customers: \_\_\_\_\_ # of Commercial Customers: \_\_\_\_\_

### Experience/Project Description:

### Reference #3

Proposer Name: \_\_\_\_\_

#### Reference Information

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

#### Experience Overview

Dates of Service: from \_\_\_\_\_ to \_\_\_\_\_

# of Residential Customers: \_\_\_\_\_ # of Commercial Customers: \_\_\_\_\_

#### Experience/Project Description:



## SECTION 13: FINANCIAL PROPOSAL

Franchise fees are not to be included in the collection fees listed in this Section.

### **RESIDENTIAL SERVICES**

#### **Form 13.1: Solid Waste Services for Residential Units**

(Prior to awarding the contract, the City will determine if collections shall be once or twice per week)

<b>Solid Waste Services</b>	<b>Proposed Monthly Fee per Residential Unit</b>
Option 1: Twice per week	
Option 2: Once per week	

#### **Form 13.2: Other Services for Residential Units**

<b>Recycling Services</b>	<b>Proposed Monthly Fee per Residential Unit</b>
Once per week	

<b>Bulky Waste Services</b>	<b>Proposed Monthly Fee per Residential Unit</b>
Once per week	

<b>Additional Carts</b>	<b>Proposed Monthly Fee per Residential Unit</b>
Additional Solid Waste Cart	
Additional Recycling Cart	

#### **Form 13.3: Recyclable Materials**

Please list all items to be accepted as recyclable materials (for all customer classes):

--

**COMMERCIAL SERVICES**

**Form 13.4: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units  
via Cart or Dumpster**

<b>Type &amp; Size</b>	<b><u>Weekly Collection Frequency</u></b>		
	<b>1</b>	<b>2</b>	<b>3</b>
Cart			N/A
3 CY Dumpster			
4 CY Dumpster			
6 CY Dumpster			
8 CY Dumpster			

**Form 13.5: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via  
Dumpster**

<b>Type &amp; Size</b>	<b>Fee per Pick Up</b>
Cart	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	

**Form 13.6: Weekly Commercial Recycling Services**

<b>Type &amp; Size</b>	<b>Fee per Pick Up</b>
Cart	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	

## **ROLL-OFF SERVICES**

**Form 13.7: Proposed Fees for Solid Waste Services via Roll-off**

<b>Roll-off Type and Size</b>	<b>Container Rental Fee (Per Month)</b>	<b>Initial Delivery Fee (One-Time)</b>	<b>Collection Fee (Per Pull)</b>	<b>Disposal Fee (Per Ton)</b>
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				
20 CY Roll-off with Compactor				
30 CY Roll-off with Compactor				
40 CY Roll-off with Compactor				

**Form 13.8: Proposed Other Fees for Dumpsters and Roll-offs**

<b>Service</b>	<b>Proposed Fee Per Item</b>
Lockbar	Per Month
Set of Casters	Per Month
Opening and Closing of Enclosures	Per Month

## **CITY SERVICES**

**Form 13.9: City Sludge Service**

<b>Description</b>	<b>Haul</b>	<b>Delivery</b>	<b>Daily Rent</b>	<b>Disposal</b>
Sludge 20 CY Roll-off				

**Form 13.10: City Roll-Off Service**

(Should the City require roll-off services in addition to those services provided for in Section 3.01.04)

<b>Description</b>	<b>Haul</b>	<b>Delivery</b>	<b>Daily Rent</b>	<b>Disposal</b>
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				

## EXHIBIT A

### AGREEMENT FOR SOLID WASTE AND RECYCLING SERVICES

This Agreement for Solid Waste and Recycling Services (this "Agreement") is made and entered into by and between the City of Sanger Texas, a home-rule Texas Municipal Corporation ("the City") and \_\_\_\_\_, a Texas Limited Liability Corporation ("Contractor"), a Texas Limited Liability Corporation located at \_\_\_\_\_ (collectively, "the Parties").

#### WITNESSETH:

WHEREAS, the City seeks to contract for Solid Waste and Recycling Services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the City has received a proposal from \_\_\_\_\_ to provide Solid Waste and Recycling Services; and

WHEREAS, the City has selected the bid from \_\_\_\_\_ as the best value for the providing Solid Waste and Recycling Services;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall be bound by the terms and conditions described in the Request for Proposal issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal" i.e. \_\_\_\_\_) attached hereto and incorporated herein by reference as Exhibit B.

2. Commencement of Operations. Contractor shall begin immediately upon receipt of a fully executed copy of this Agreement and the receipt of a Notice to Proceed from the City of Sanger.

3. Compensation. In consideration for the work performed by Contractor, the City to the amounts and manner indicated on the documents attached hereto and incorporated herein as Exhibits A & B.

4. **WARRANTY AND DEGREE OF CARE**. CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR

**WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.**

5. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of the Renovations and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

6. **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Termination. Either Party may terminate this Agreement by providing \_\_\_\_ (xx) days written notice to the other Party.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee

relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. Contract shall also require its subcontractor to provide the same certification to the City.

10. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton County, Texas.

12. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

13. Notices/Insurance/Bonds. All notices, bonds, consents, demands, insurance, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger  
Attention: City Manager  
P.O. Box 1729  
Sanger, TX 76266

With courtesy email copy to [jnoblitt@sangertexas.org](mailto:jnoblitt@sangertexas.org)

In case of Contractor, to:

\_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

With courtesy copy email to: \_\_\_\_\_

**Entire Agreement**. This Agreement and its exhibits contain the entire agreement between the parties with

respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. In the event of a dispute under this agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement; (2) the Request for Proposal; (3) the Response to the Request for Proposal from the Contractor.

14. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

15. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the renovations to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“the Effective Date”).

**CONTRACTOR:** \_\_\_\_\_ LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY OF SANGER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
Hugh Coleman  
City Attorney  
City of Sanger

**Attest:**

\_\_\_\_\_  
Kelly Edwards  
City Secretary  
City of Sanger



EXHIBIT LIST:

EXHIBIT “A” – City of Sanger Request for Proposal for Solid Waste and Recycling Services

EXHIBIT “B” – \_\_\_\_\_ Response to Request for Proposal for Solid Waste and Recycling Services