



REQUEST FOR PROPOSALS (RFP) SOLID WASTE AND RECYCLING SERVICES RFP #SW-2022

Questions Deadline:

September 15, 2022, 5:00 p.m., CST

Proposals Due:

October 4, 2022, 3:00 p.m., CST

Sealed Proposals for the services specified will be received by the Town of Cross Roads until the date and time as indicated above. Please submit one (1) original proposal, four (4) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address:

**Town of Cross Roads
ATTN: Town Secretary
3201 US 380, Ste. 105
Cross Roads, Texas 76227**

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

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

For questions regarding this RFP contact:

**Town Secretary
940-365-5905
d.butler@crossroadstx.gov**

NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS, OTHER TOWN EMPLOYEES OR SOLID WASTE COMMITTEE MEMBERS.

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

**TOWN OF CROSS ROADS RFP
SOLID WASTE AND RECYCLING SERVICES**

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NOTICE TO VENDORS

Sealed proposals will be received by the Town of Cross Roads, Texas at Town Hall, 3201 US 380, Ste. 105, Cross Roads, TX 76227 until 3:00 p.m., CST, October 4, 2022, for the purchase of services as follows per proposal instructions and specifications:

**REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES
RFP # SW-2022**

Qualified prospective Proposers may obtain copies of the RFP at 3201 US 380, Ste.105, Cross Roads, TX 76227 or on the Town website: www.crossroadstx.gov. Proposals received later than the date and time above will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted. Proposals submitted without the required non-refundable proposal fee in a separate envelope will not be considered.

For questions regarding this RFP, please contact:

Donna Butler
Town Secretary
940-365-9693
d.butler@crossroadstx.gov

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

**TOWN OF CROSS ROADS RFP
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TENTATIVE SCHEDULE OF EVENTS

August 28, 2022	Post RFP on the Town's website
August 28, 2022	First Publication of the Request for Proposal in the <i>Denton Record Chronicle</i>
September 4, 2022	Second Publication of the Request for Proposal in the <i>Denton Record Chronicle</i>
September 16, 2022, 5:00 PM, CST	Deadline for questions, clarifications, or interpretations
September 22, 2022, 5:00 PM, CST	Deadline for responses to questions, clarifications, or interpretations
October 4, 2022, 3:00 PM, CST	Proposal deadline
October 17, 2022	Town Council consideration of award of contract
November-December	Public Education, announcements, and coordination
January 1, 2023	Commencement of services

**TOWN OF CROSS ROADS RFP
SOLID WASTE AND RECYCLING SERVICES**

**SECTION 1:
INSTRUCTIONS TO PROPOSERS**

1.01 DELIVERY OF PROPOSALS

Qualified prospective vendors may obtain copies of the RFP at 3201 US 380, Ste. 105, Cross Roads, TX 76227 or on the Town website: www.crossroadstx.gov. Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals, one (1) original (so marked) proposal, four (4) copies of the proposal in hard copy and one (1) electronic copy of the proposal in pdf format on a flash drive in a sealed box, will be received by Town personnel at Cross Roads Town Hall, until 3:00 P. M, CST, October 4, 2022. The outside of the sealed box should be clearly marked "Solid Waste and Recycling Services RFP #SW-2022 Proposal" and include the Proposer's name, address, and attention Town of Cross Roads, Town Secretary. The Town will reject late proposals. The Town is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp at Town Hall shall be the official time of receipt. The Proposer is responsible for ensuring that packets are delivered to the Town, for confirmation of receipt you may contact Donna Butler d.butler@crossroadstx.gov or 940-365-9693.

The Town reserves the right to postpone the deadline for proposals through issuance of an addendum to this RFP.

1.02 NO PROPOSAL FEE

There is no proposal fee. The Town is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp at Town Hall shall be the official time of receipt. The Proposer is responsible for ensuring that packets are delivered to the Town Secretary.

1.03 WITHDRAWAL OF PROPOSALS

Proposer may withdraw his or her proposal at any time prior to the last date and time specified for the proposal deadline. A Proposer may resubmit his proposal at any time prior to the proposal deadline, pursuant to the procedure 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.

1.04 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS

Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the Town Secretary, Donna Butler, via email at d.butler@crossroadstx.gov, before 5:00 PM, on September 16, 2022. No further inquiries will be accepted after 5:00 PM, on September 16, 2022.

If the Town, 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 Town, 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.

1.05 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 Town of Cross Roads. Addendums to the RFP will be published on the Town's website: www.crossroadstx.gov. It is the responsibility of the Proposer to check for addenda. All such addenda issued by the Town will be considered part of the RFP, and the responding Proposer shall consider and acknowledge receipt of each addendum in his or her proposal.

**TOWN OF CROSS ROADS RFP
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1.06 INFORMATION CONTAINED IN THE RFP

The information set forth in this RFP and in all appendices attached hereto has been presented solely to assist interested Proposers in making their own evaluation of the resources required to provide services to the Town and is not intended to be all inclusive or to contain all of the information that a prospective Proposer may desire. The Town offers no warranties as to the accuracy of the information provided in this RFP. The Town has made no independent effort to determine the accuracy of 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 costs of providing the requested services. The Proposer agrees that it has satisfied itself by 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 Town because of any information in this RFP which may prove to be erroneous in any respect.

1.07 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) Communication with elected officials or committee members.
- (c) Lack of competency as revealed by proposed approach, experience, financial stability, and/or other factors.
- (d) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (e) Default on a previous town contract for failure to perform.

1.08 EVALUATION CRITERIA

The Town will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The Town may appoint a selection committee to perform the evaluation. The selection committee may select all or some or none of the Proposers for interviews. If the Town 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 Town may request additional information from the Proposers at any time prior to the final approval of a selected Proposer. Final approval of a selected Proposer is subject to the action of the Town Council. The criteria to be evaluated includes the following items listed below. Additional explanation regarding each criteria is provided in Section 4.

Table 1.1: Proposal Evaluation Criteria

Criteria	Percent of Total
Cover Letter, Conflict of Interest and Statement of Organization	5%
Customer Service & Quality Assurance Plans	20%
Experience & Past Performance	15%
Financial Stability and Exceptions to RFP	10%
Financial Proposal	50%
	100%

**TOWN OF CROSS ROADS RFP
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The Proposer selected to provide service may be required to submit (in person) its final proposal to the Council at the Town Council meeting.

1.09 METHOD OF AWARD AND TOWN RIGHTS

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

1.10 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 Town, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Proposer must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request following contract award. At no time will confidential information, as noted by the Proposer, be released, unless ordered by a court of competent jurisdiction or the Attorney General that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and/or Section 252.049 of the Local Government Code.

1.11 ADVERTISING

The successful Proposer shall not advertise or publish, without the Town's prior approval, the fact that the Town has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

1.12 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 Town except in accordance with Town Policy.

1.13 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 Town 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.

1.14 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 2:
STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the Town for the goods and/or services specified.

2.01 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 Town, and any purported subcontract, sale, conveyance, transfer or assignment by the successful Proposer without prior written consent of the Town shall be null and void and not binding upon the Town.

2.02 COMMUNICATION

The successful Proposer shall direct all contact with the Town through the Town 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 Town unless specifically approved, or requested by the Town.

2.03 CONFLICT OF INTEREST

In compliance with Local Government Code Section 176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the Town of Cross Roads. (Appendix C Form 1)

2.04 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 under investigation of such charge, or that, if such a conviction has occurred, the successful Proposer has fully advised the Town as to the facts and circumstances surrounding the conviction.

2.05 SALES TAX

The Town is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be executed for the successful Proposer.

2.06 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

2.07 SUBCONTRACTORS

The successful Proposer shall be the sole source of contact for the contract. The Town will not subcontract any work under the contract to any other firm and will not interact with any subcontractors. The successful Proposer is absolutely 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.

2.08 TAX/DEBT ARREARAGE

The Town shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the Town of Cross Roads, Texas for taxes or otherwise; and, the Town shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the Town to offset the said taxes or other debts against the same.

SECTION 3:
BACKGROUND AND SCOPE OF SERVICES

3.01 OVERVIEW AND BACKGROUND INFORMATION

The Town's current contract for solid waste and recycling services expires on December 31, 2022. The current contract provides for residential services, commercial services, roll-off services, and Town facility services. The current contractor is responsible for disposal of all solid waste and processing of all recyclable materials collected pursuant to the contract. This section provides background information regarding the current contract for solid waste and recycling services.

The purpose of this RFP is to obtain proposals on the current level of service and on alternate service levels.

3.01.01 Current and/or Proposed Residential Services

Solid waste and recycling services are currently provided to approximately 621 residential customers as follows: once per week collection of solid waste in 96 gallon carts; once per week collection of recyclable materials in 96 gallon carts; and once per month collection of up to 3 cubic yards of bulky waste.

Bulky waste collection services are currently provided to approximately 621 residential customers as follows: once per month collection of 3 cubic yards of bulky waste materials; bulky waste in excess of 3 cubic yards and/or bagged solid waste materials are billed as an extra charge.

Table 2.1 shows the tonnage collected via residential services by material. Additional residential service information is provided in Appendix A.

**Table 2.1: Residential Services Tonnage by Material
(2019-2021)**

Calendar Year	Solid Waste ¹	Program Recyclable Materials	Total
2019	560.64	136.65	697.29
2020	830.71	262.12	1,092.83
2021	1,439.96	160.12	1,600.08
Average	943.77	186.30	1,130.07

1. Bulky waste tonnage is included in solid waste.

Additional residential services include:

- (a) Once per year drop off of bulky waste and/or solid waste materials via roll off containers at the Town Park for the annual clean up event.

3.01.02 Current Commercial Services

Solid waste and recycling services are currently provided to approximately 79 commercial customers. Additional commercial service information is provided in Appendix A.

3.01.03 Current Roll-off Services

Roll-off services are available upon request. Additional roll-off service information is provided in Appendix A.

3.01.04 **Current Town Facility Services**

Solid waste and recycling services are currently provided at Town facilities at no charge.

Table 2.2: Current Town Facility Services

Town Facility Name	Address	Container Count and Size	Collection Frequency
Police Department	1401 FM 424	3 – 96 Gallon Cart 1 – 96 Gallon Cart Recycle Up to 1 - 4 CY dumpster ¹	1/wk 1/wk 1/wk
Town Park	FM 424 & Fish Trap Road	Up to 1 - 4 CY dumpster ¹	1/wk
Town Hall	TBD	Up to 1 - 4 CY dumpster ¹	1/wk

1. Future possible services

3.02 **SCOPE OF SERVICES**

- A. Current residential and commercial service levels as described in all of section 3.01.
- B. Alternate service levels as described in the remaining sections of this RFP.

3.02.01 **Contract Term**

The term of service shall be five (5) years beginning January 1, 2023, with up to two (2) renewal terms of two (2) years each. The successful Proposer may prohibit the Town from exercising an optional renewal term by providing written notice to the Town 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 Town 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 Town from exercising the optional renewal term, the Town 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 Town'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.

3.02.02 **Exclusive Services**

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

3.02.03 **Residential Service Alternatives – to be priced individually on Form 4**

- A. Once per week collection of solid waste materials in 90-96 gallon carts
- B. Once per week collection of recyclable materials in 90-96 gallon carts
- C. Once per every other week collection of recyclable materials in 90-96 gallon carts
- D. Once per week collection of bulky waste and/or solid waste bagged materials up to 4 cubic

yards

- E. Once per every other week collection of bulky waste and/or solid waste bagged materials up to 4 cubic yards
- F. Once per week collection of bulky waste in excess of 4 cubic yards and/or bagged solid waste materials billed and collected by successful proposer
- G. Once per every other week collection of bulky waste in excess of 4 cubic yards and/or bagged solid waste materials billed and collected by successful proposer
- H. Once per month drop off of up to 5 cubic yards of solid waste materials at a proposed disposal site
- I. Twice per year curbside collection of household hazardous and electronic waste when requested in advance
- J. Once per year drop off of household hazardous waste, electronics (including batteries and lightbulbs), document shredding, and bulky waste and/or solid waste materials via roll off containers at the Town Park
- K. Curbside collection of Christmas trees
- L. Additional cart fee
 - a. Solid waste carts
 - b. Recycling carts

All services to be provided on the same day of the week to each residential location. For once per every other week alternatives, collection is to be the same day of the week.

3.02.04 **Commercial Service Alternatives**

- A. Once per week collection of solid waste materials
- B. Once per day collection of solid waste materials by container size (i.e. 2 CY, 3 CY, 4 CY, 6 CY, and 8 CY), upon customer request
- C. Collection of recyclable materials by container size (i.e. 2 CY, 3 CY, 4 CY, 6 CY, and 8 CY), upon customer request

3.02.05 **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

3.02.06 **Town Facility Services and Special Collections**

- A. Special Events. In addition, the Proposer will provide, at no cost to the Town, up to an aggregate number of four (4) containers to collect municipal solid waste at certain special events in the Town.

Specifically::

Event	Container Size/Number
Clean-Up Day (twice a year)	Two 30 cubic yard Roll-Offs (each event)

- B. Christmas Tree Mulching. The Proposer shall provide Christmas tree mulching services during the second week in January. The Town will notify its residents of the dates and the location(s) at which Christmas trees may be dropped off. The Contractor shall mulch all Christmas trees and then provide the mulch to the Town at no charge.

- C. Storm Debris Management. In the event of a major storm as determined by the Mayor, the Proposer, upon request of the Mayor, shall provide trucks to collect storm debris within the Town. The Proposer may charge the Town a fee per truck utilized per hour and for 20, 30, or 40 yard roll-off containers, as listed in Exhibit A. In the event of a major storm in which a proclamation of a state of disaster is made by the Mayor or the Governor, the Proposer shall propose as an integral part of its Bid a Storm Debris Management Program.
- D. Event Sponsor. The Proposer shall sponsor the annual Clean-Up Day in the amount of \$6,000 annually, due March 1 of each year for an event conducted in April.
- E. The Proposer shall provide the Town with collection of Household Hazardous Waste products. All Household Hazardous Waste collected for disposal shall be taken within the legally required time frame to the proper disposal site. For the purpose of the proposal, the structure of collection, (i.e. Monthly, on-demand, weekly, etc.) shall be decided on by the Proposer.
- F. The Proposer shall provide the Town of Cross Roads with collection and proper recycling of Electronics Waste. For the purpose of the proposal, the structure of collection (ie. Monthly, on-demand, weekly, etc.) shall be decided upon by the Contractor.
- G. The Proposer shall provide a program whereby customer complaints are resolved. This program must, at a minimum, include personnel available to receive, respond to, and resolve complaints from customers, as well as a system by which the Town is furnished a log of all complaints.
- H. The Proposer shall provide the Town with a detailed Residential and Business Refuse Education Outreach Plan. The plan shall include: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.) The outreach materials shall include information that informs residents and businesses on the dates/time that refuse and recycling is retrieved and the acceptable method(s) of containment.
- I. The Contractor shall provide the Town with a detailed Recycling Education Outreach Plan. The plan shall include an innovative, collaborative, social-marketing based education and outreach program including: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.)

3.02.07 **Disposal and Processing Services**

The successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the Town's needs. All solid waste collected under the contract shall be disposed 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 Town. The successful Proposer must process a minimum of ninety-five percent (95%) by weight of program recyclable materials collected per month.

3.02.08 **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).

3.02.09 **Collection Location**

- A. Residential customers that are unable to place materials within 6 feet of curbside shall contact

the Town to request an alternate collection location. Notwithstanding anything to the contrary contained herein, the Proposer agrees to assist handicapped residential units with house-side collection of their containers; provided that the Proposer receives prior written notice from the handicapped residential unit of such special need.

- B. The Proposer shall collect municipal solid waste and recyclable materials each week from single-family residential units; provided, that (i) such municipal solid waste and recyclable material are placed in appropriate bags or containers, and (ii) such bags and containers are place within six (6) feet of the curbside or right of way adjacent to the single-family residential unit no later than 7:00 a.m. on the scheduled collection day.

3.02.10 Collection Days and Schedule

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

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 by the Town.

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

- 1. Shall be provided Monday through Saturday.
- 2. Commercial services and roll-off services customers and the successful Proposer shall agree upon the collection schedule and days subject to objection by the Town.

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

3.02.11 Holidays

The following shall be holidays for purposes of the contract:

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.

3.02.12 Missed Collections

The successful Proposer shall notify the Town by 4:00 PM of potential 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.

3.02.13 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 - # 1 and 2, and glass bottles/jars/containers.

3.02.14 Disaster Debris

The Town and the successful Proposer shall 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., as determined by the Town 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.

3.02.15 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.

3.02.16 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 (6) inches high, on each side of each vehicle and on 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 Town. 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 back-up 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.

3.02.17 Carts

The successful Proposer will be responsible for 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 Town.
- (b) Carts must be of high-quality and durability with a ten-year warranty.
- (c) Cart markings must be approved by the Town.
- (d) Carts may be equipped with passive RFID tag utilizing ultra-high frequency (UHF) range.
- (e) Recycling services carts must have a full-color in-mold label (as approved by Town) of recyclable materials included and excluded from program, with a minimum size of 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 prior to December 30, 2022. 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 prior to 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.

3.02.18 Dumpsters, Roll-offs, and Compactors

The successful Proposer shall be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the successful Proposer. The successful Proposer shall deliver all initial dumpsters, roll-offs and compactors to customers at no charge during the transition period between the current provider and the successful Proposer provided there is no change in the size or amount of containers. 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 Town.

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 Town and approval as to appearance and condition before placement at any Town facility. A dumpster, roll-off, or compactor of the successful Proposer shall be reconditioned and repainted if necessary before being supplied to a Town facility. If the Town so requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the Town's needs and/or locations, the Town 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 Town determines does not comply with applicable law or constitutes a health or safety hazard.

3.02.19 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.

3.02.20 Customer Service and Complaint Resolution

The successful Proposer shall provide a single source contact/resource to receive Town Customer

Service Department requests and/or complaints. Such resource shall respond to the Town within two (2) hours of initial outreach.

The successful Proposer will be responsible for customer service requests, complaints and complaint resolution. 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 Town and provide documentation to the Town'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 Town Customer Service Manager or her/his designee.

The successful Proposer shall maintain a log of complaints and shall provide the Town on a monthly basis, 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.

3.02.21 **Reporting**

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

Complete and accurate weekly reports must be submitted to the Town by 10:00 AM, CST each Monday day. Weekly reports must contain the following information:

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

Complete and accurate monthly reports must be submitted to the Town on or before the tenth (10th) 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 Town.
- (d) **Summary of motor vehicle accidents or moving violations involving the successful Proposer's vehicles** – Identify vehicle, employee and description of violation.
- (e) **Set-out Rate and Participation Rate Information** – If Proposer proposes to equip carts with RFID tags, spreadsheet listing set-out and participation rates by service by route. The spreadsheet must also include year-to-date average rates.

3.02.22 **Billing & Customer List**

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

3.02.23 **Franchise Fee**

For the right and privilege of using the Town's public rights-of-way to provide exclusive services per the contract, the successful Proposer, on the first day of each month during the term of the contract, will pay the Town a franchise fee equal to six percent (6%) of gross receipts resulting from the operation of the services within the Town and will email a report to the Customer Service Manager

detailing the franchise fee calculation. The Town may increase or decrease the franchise fee with ninety (90) calendar days' written notice. All fees proposed in Form 4 exclude Franchise Fees.

3.02.24 Performance Bond

Upon the execution of this contract, the successful Proposer shall make, execute, and deliver to the Town a good and sufficient performance bond in a form approved by the Town 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 Town.

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 Town with a renewed or new performance bond on 1st day of February 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 successful Proposer by Town and customers as estimated by the Town. 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 Town and customers.

3.02.25 Insurance, Indemnity, and Release

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, and for any additional insurance it deems necessary. Town 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 Appendix B. The successful Proposer must notify Town 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.

Town 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 Town 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 Town 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.

IT IS UNDERSTOOD THAT ANY RESULTING CONTRACT EXECUTED WILL CONTAIN THE FOLLOWING LANGUAGE: IT IS FURTHER AGREED THAT THE COMPANY (SEPARATELY AND COLLECTIVELY THE "INDEMNITEE") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE COMPANY UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE COMPANY, OR ANY THIRD PARTY.

The Proposer assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Town, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the company's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the Town, any other party released hereunder, the company, or any third party.

3.02.26 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, Town will suffer damages which are difficult to determine and adequately specify. The successful proposer agrees, in addition to any other remedies available to Town, that Town may impose administrative charges against the 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 Town 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.: \$100 per route.
- (b) Missed collection: \$25 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 street and collections occurred on street.
- (c) Failure to correct a missed collection as specified in the contract: \$25 per occurrence per day.
- (d) Failure to clean up spill as specified in the contract: \$200 per incident per day.
- (e) 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.
- (f) Failure to distribute unacceptable set-out notice in accordance with the contract: \$20 per occurrence.
- (g) Failure to submit an accurate report in the specified format, as required by the contract: \$25 per report per calendar day.
- (h) Failure to respond to any customer complaint in accordance with the contract: \$25 per incident per calendar day.
- (i) Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- (j) Commingling of materials in violation of the contract: \$1,000 each incident.
- (k) Disposal of recyclable materials in a landfill prior to being processed as recyclable: \$2,000 each

incident.

Town may impose administrative charges when the Town's designated representative determines that performance consistent with the provisions of the contract has not occurred. The Town'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 Town 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 remedy available to Town under this paragraph shall be in addition to all other remedies which Town 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.

3.02.27 Termination of Contract

In the event of a failure by the successful Proposer to perform any material provision of the contract, the Town 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 Town may terminate the contract after such cure period if the successful Proposer has not adequately corrected such breach in accordance with the contract and the Town 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. In the event such termination occurs, the Town 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 Town 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 Town 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 Town performs such work, or caused it to be performed, the successful Proposer shall compensate the Town for the cost thereof.

In the event that the successful Proposer shall fail to perform any of the material provisions of the contract, the Town 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 Town, 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 Town, at law or in equity, for the breach of the contract.

The contract may be terminated, without penalty, by either party by providing thirty (30) days written notice to the other party.

SECTION 4: 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 acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order.

1. Cover Sheet and Mandatory Forms
2. Proposed Approach
3. Experience
4. Financial Stability and Exceptions to RFP
5. Financial Proposal

4.01 COVER LETTER, CONFLICT OF INTEREST FORM AND STATEMENT OF ORGANIZATION

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 forms:

Form 1: Conflict of Interest Questionnaire

Form 2: Statement of Organization

4.02 PROPOSED APPROACH

4.02.01 Overview of Approach to Collection Services

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

- a. Residential Services
 - i. Solid Waste
 - ii. Recycling
 - iii. Bulky Waste
 - iv. Household hazardous waste, electronic waste (including batteries and light bulbs), document shredding, and bulky waste and/or solid waste materials via roll off containers
 - v. Drop-off of solid waste at the proposed disposal site
- b. Commercial Services
- c. Roll-off Services
- d. Town Facility Services

4.02.02 Residential Services Collection Route Schedules and Maps

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

4.02.03 Overview of Approach to Disposal and Processing Services

Proposer shall provide an overview of the proposed approach for disposal of solid waste and bulky waste and 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. In addition, Proposer shall provide an overview of the proposed approach for processing of household hazardous waste and electronic waste. Proposer shall list the name,

location and distance from the Town for the facilities proposed for use in providing the disposal and processing services specified in the contract.

4.02.04 **Equipment**

Proposer shall provide describe the following equipment:

- a. **Collection Vehicles.** The descriptions shall include:
 - i. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
 - ii. Number of front line and spare collection vehicles to be used to perform each service.
 - iii. Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
 - iv. Number of personnel needed for each collection crew to conduct each service.
 - v. 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 Town.
- 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 provide description of maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

4.02.05 **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 complaint is resolved to 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.

4.02.06 **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.

4.02.07 **Disaster Management Plan**

Disasters resulting in significant volumes of debris may occur in the Town. 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.

4.02.08 **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 Town. 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.
- e. Note: The successful Proposer shall deliver all initial dumpsters, roll-offs, compactors and carts to customers at no charge during the transition period between the current provider and the successful Proposer provided there is no change in the size or amount of containers.

4.03 EXPERIENCE

4.03.01 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 Town 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 Town contract.

4.03.02 Company Experience

Briefly describe in 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. For each reference, Proposer shall complete Form 3.

4.03.03 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 reason.

4.03.04 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 state of 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 name of the regulatory agency and the date of enforcement action. The Proposer shall inform the Town 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.

4.04 FINANCIAL STABILITY AND EXCEPTIONS TO RFP

4.04.01 Financial Stability

Proposers shall submit the following information related to financial stability:

- a. Briefly describe in narrative format the Proposer's financial condition, 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. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.
- c. Disclose whether Proposer or parent company has ever filed for bankruptcy.

4.04.02 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 Town may benefit from same. For each exception noted, Proposer shall provide alternative language for the Town's consideration. Any exceptions to the RFP will be considered and included in the Town'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.

4.05 FINANCIAL PROPOSAL

Proposer shall complete Form 4- Financial Proposal.

APPENDIX A

HISTORICAL RESIDENTIAL TONNAGE

<u>Solid Waste</u>													
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	70.69	53.05	52.45	84.92	89.61	69.59	84.31	59.07	86.21	53.97	55.39	71.45	831.01
2021	66.69	50.54	93.82	93.08	76.18	90.04	78.34	83.21	25.44	62.89	78.97	75.67	
TOTAL	137.38	103.59	146.27	178									
<u>Recycling</u>													
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	29.15	23.49	26.41	30.09	22.81	23.53	20.15	18.50	20.84	12.38	15.69	19.08	262.12
2021	14.17	8.36	18.99	15.85	19.29	14.37	20.73	20.95	27.41	20.69	25.36	21.25	
TOTAL	43.32	31.85	45.40	45.94	42.10	37.90	40.88	39.45	48.25	33.07	41.32	40.33	

Current Landfill Usage for residential customers – No data available

Historical Landfill Usage for residential customers - No data available

COMMERCIAL SOLID WASTE SERVICE LEVEL

Based on December 2021 reporting:

Type and Size	Weekly Collection Frequency					Total
	1	2	3	4	5	
2 CY Dumpster	1	0	0	0	0	1
3 CY Dumpster	21	0	0	0	0	21
4 CY Dumpster	14	1	1	0	0	16
6 CY Dumpster	10	1	1	0	0	12
8 CY Dumpster	10	16	7	5	3	41
Subtotal Dumpsters	56	20	12	5	3	91

COMMERCIAL WASTE VOLUME

Based on December 2021 reporting:

Commercial Waste Customers	79 Customers
Commercial Waste Volume Collected Monthly	193.22 Tons
Commercial Recycling Customers	4 Customers
Commercial Recycle Volume	2.55 Tons¹

1. Indicates monthly average for 2021. December appeared to be an anomaly with reported tonnages of 8.88.

APPENDIX B

INSURANCE REQUIREMENTS

During the term of the contract, the Successful Proposer shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease
	\$1,000,000 per Employee per Accident
	\$1,000,000 by Disease aggregate

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$5,000,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary and written on forms acceptable to the Town without the right of contribution from any other insurance coverage maintained by the Town. 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 Town 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 Town; (ii) shall show the Town as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the Town.

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 Town 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 Town 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 Town. The Successful Proposer shall be solely responsible for assuring that all proofs of insurance filed with the Town are current. Failure of the Successful Proposer to fully comply with the requirements set forth herein regarding insurance is a

- breach of contract and the Town may terminate the contract with the Successful Proposer.
- No changes are to be made to these specifications without the Town's prior written approval.
 - The Town'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 Town, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the Town.
 - 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.

APPENDIX C

Form 1: Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section 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 named in this section 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> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> 		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>		

Form 2: Statement of Organization

1. 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) _____

2. SUBCONTRACTORS

List of all firms participating in this submittal.

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

Form 3: Reference

Proposer Name: _____

Experience Information:

Name: _____

Location:

Contact Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Experience Overview:

Dates of Service:

Residential Units:

Commercial Units:

Additional Experience/Project Description:

1. General Information	
Name:	
Address:	
City:	
State:	
Zip:	
Phone:	
2. Employment Information	
Employer:	
Position:	
Start Date:	
End Date:	
Reason for Leaving:	
3. Education Information	
Level of Education:	
Field of Study:	
Graduation Date:	
4. References	
Reference Name:	
Reference Address:	
Reference Phone:	
Reference Email:	
Reference Relationship:	
Reference Comments:	

Form 4: Financial Proposal

Franchise fees are not to be included in the collection fees listed on Form 4

Form 4.1: Solid Waste Services for Residential Units

Description	Proposed Fee per Residential Unit
Solid Waste Services ¹	per month

1. Includes once per week solid waste services.

Form 4.2: Other Services for Residential Units

Description	Proposed Fee per Residential Unit
Other Services	
Recycling Services ¹	
Once per week	per month
Once per every other week	per month
Bulky Waste Services ²	
Once per week	per month
Once per every other week	per month
HHW, Electronic Waste, and Document Shredding Services ³	
Curbside	per month
Annual Event	per month
Drop-off of Solid Waste at Disposal Facility ⁴	
Current System	per month
Alternative System	per month
Additional Service ⁵	
Solid Waste Service	per month per additional cart
Recycling Service	per month per additional cart

1. The Town will determine, prior to award the contract, whether the program will be (i) once per week or (ii) once per every other week. Recycling services will be included in the base services to be billed by the Proposer.
2. The Town will determine, prior to award the contract, whether the program will be (i) once per week or (ii) once per every other week. Bulky waste services will be included in the base services to be billed by the Proposer.
3. Refer to section 3.02.03
4. Refer to section 3.02.03
5. Refer to section 3.02.03

**Form 4.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units
via Cart or Dumpster**

Type and Size	Weekly Collection Frequency					
	1	2	3	4	5	6
Cart		NA	NA	NA	NA	NA
2 CY Dumpster						
3 CY Dumpster						
4 CY Dumpster						
6 CY Dumpster						
8 CY Dumpster						

Form 4.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster

Type and Size	Fee (Per Pickup)
2 CY Dumpster	
3 CY Dumpster	
4 CY Dumpster	
6 CY Dumpster	
8 CY Dumpster	

Form 4.5: Proposed Fees for Solid Waste Services via Roll-off

Roll-off Type and Size	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee (Per Ton)
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 4.6: Proposed Other Fees for Dumpsters and Roll-offs

Description of Service	Fee
Lock	per month
Set of Casters	per month
Opening and Closing of Enclosures	No Charge
	per
	per
	per
	per