

THE CITY OF DRISCOLL, TEXAS
OFFERS HEREIN A REQUEST FOR PROPOSALS
FROM ANY QUALIFIED PROVIDER WHO DESIRES TO OFFER
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
FOR THE CITY.

EFFECTIVE DATE
COMMENCE SERVICE ON OR
BEFORE JANUARY 1, 2021

SECTION I:
INSTRUCTIONS TO CONTRACTORS

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has approximately 248 residential customer accounts paid by the City and approximately 24 commercial accounts. Service includes large or bulky items, but excludes refrigerators, air conditioners, freezers or any item containing CFCs, unless those items are tagged by a licensed refrigeration technician certifying that the Freon has been properly removed. Collection does not include construction or demolition debris. The residential waste is currently collected once a week. Collection occurs only between the hours of 7:00 a.m. and 7:00 p.m.

2. PREPARATION OF THE PROPOSAL

Formal proposals shall be addressed to Armandina Garcia, Interim City Secretary, and received on or before 3:00 p.m. on Monday, November 23, 2020. Physical address is 130 West Avenue D, Driscoll, Texas 78351. Mailing address is P.O. Box 178, Driscoll, TX 78351. For information please call (361)387-3011.

Proposals will be evaluated from receipt until Council makes an award at a meeting in December 2020. The successful proposer will have until December 15, 2020 to mobilize its equipment and personnel to be ready to begin service to the City on that date.

Only the services listed in this Request for Proposal and included in addenda will be considered.

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

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

The proposal amount is for a Base Bid only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, Franchise Fee and/or Billing Fee.

Three (3) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste ". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. INDEMNITY AGREEMENT AND EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	\$500,000 per person	
Bodily Injury	\$1,000,000 per occurrence	
Comprehensive Auto Liability-Property Damage	\$500,000 \$250,000	
Excess Umbrella Liability	\$5,000,000	

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within ten (10) days after his/her receipt of formal notice of award, Contractor will be considered to have abandoned all his/her rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re- advertised for Proposals as the City may elect. Such forfeited security shall be the remedy of the City.

5. POWER OF ATTORNEY

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

6. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

7. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

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

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself/herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Contractors. Except with respect to events or conditions, which are not discoverable, the Contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

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

8. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via certified mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via certified mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to Armandina Garcia, Interim City Secretary - City of Driscoll, P.O. Box 178, Driscoll, TX 78351 or faxed to City Hall at (361) 767-4033. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

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

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (3) days prior to the date fixed for the opening of Proposals.

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

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

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

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

10. COMPETENCY OF CONTRACTOR

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

The City will require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.

- (b) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

11. QUALIFICATIONS OF CONTRACTOR

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

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the City, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

12. DISQUALIFICATION OF CONTRACTORS

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

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

13. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

14. QUANTITIES

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

15. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. Any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within thirty (30) days following the date Proposals are publicly opened and read.

Rates in each proposal should reflect contemplation of the facts that (1) the contract that is awarded will be exclusive; (2) the cost of the contract will be paid by City; (3) the successful Provider will not be required to bill customers; and (4) the successful Provider will be required to compensate city for exclusivity, franchise, or City's recovery of costs.

16. COMPLIANCE WITH LAWS

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

17. DISCRIMINATION PROHIBITED

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

18. REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

19. TERM AND TERMINATION

The term of service shall be three (3) years, with two (2) one-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional one year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than sixty (60) days prior to the expiration of the Contract.

This agreement shall be terminable by the City at any time with sixty (60) days written notice to the Contractor. Notwithstanding the requirements set forth, this Agreement may be terminated by the City at any time without notice for cause.

20. REMUNERATION

Contractor shall quote a rate for service per household per month. The City shall pay the Contractor on a monthly basis; such remittance to be received by Contractor by the 10th of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered.

Rate modifications will be considered by the City no more than once per year during the life of the contract. The change in the Consumer Price Index (United States, all Wage Earners) during each 12-month period (from October to October of each year) shall be used for any rate modification.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor.

21. FEES AND TAXES:

Any and all fees including, but not limited to, disposal fees and franchise fees shall be included in the rates quoted. The franchise fee is 6% of gross revenues. Sales taxes shall not be included in the rates quoted. There shall be no additional fees not included in the rates quoted.

SECTION II:
GENERAL SPECIFICATIONS

1.00. DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than fifty (50) lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

- 1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each month (per home) shall not exceed two (2) cubic yards (6' x 3' x3').
- 1.07 City: The City of Driscoll.
- 1.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.12 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.14 Container (Refuse): A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.15 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.16 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste.
- 1.17 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.18 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.
- 1.19 Disposal site: See Landfill (Sanitary).
- 1.20 Garbage: Any and all dead animals of less than ten (10) lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.21 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances

Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

- 1.22 Landfill (Sanitary): A Texas Class I landfill or any other alternate, duly permitted sanitary landfill as selected by Contractor, including but not limited to sanitary landfills, transfer stations, waste processing/separation centers, and incinerators licensed, permitted or approved to receive refuse for processing or final disposal by the City. Such landfill shall also be allowed to receive brush pursuant to state law.
- 1.23 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.24 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.25 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans. Collection may be by unit or single stream drop-off at center.
- 1.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons/unit or drop off center unit.
- 1.27 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.28 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.29 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.30 Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 1.31 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical
- 1.32 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste

(including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

- 1.33 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.34 Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection: At the premises of residential customers, held by the City and served by the Contractor, collection shall occur a minimum of once weekly, provided, that (i) such Municipal Solid Waste is placed in not more than three (3) Containers (Polycarts) provided by the Contractor . Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor. The Contractor shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers, Bags, Boxes or Bundles provided by the resident, and in the quantity provided above.
- 2.02 Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a minimum of once monthly collection services of brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.
- 2.03 Handicapped Residential Units. The Contractor will assist Handicapped Residential Units with house-side collection of their Containers, Bags, Boxes or Bundles provided that the Service Provider receives prior notice from the Handicapped Residential Unit or the City 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 Residential Units.
- 2.04 Commercial, Industrial Institutional, Municipal Facilities and Multi-Family Residential Unit Collections. The Contractor will collect Municipal Solid Waste from Commercial, Industrial, Institutional, Municipal Facilities and Multi-Family Residential Units at least once per week. The Contractor shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Contractor. However, the Contractor shall be obligated to offer and provide sufficient service to Commercial, Industrial, Institutional, Municipal Facilities, and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial, Institutional, Municipal Facilities or Multi- Family Units' Municipal Solid Waste will be regularly contained. All Commercial Unit customers will be provided new containers at the beginning of the contract. The container will display the Contractor's Customer Service phone number. When necessary, the Contractor will clean, disinfect, deodorize, or if necessary replace the above described containers when their condition, smell or appearance creates a public health and safety nuisance.

2.05 Bi-Annual Clean Up Days: Contractor shall provide and deliver to the City up to two (2) 30 to 40-yard bins for the City's Bi-Annual Clean Up Days (one in the fall and one in the spring). The dates and location of said events shall be designated by the City. Said bins shall be delivered by the Contractor on a Friday and be picked up on the following Monday. It is further agreed that the site shall be manned by City personnel. Non-residents of the City can be assessed a fee which may be adjusted from time to time and will be determined 30 days prior to the events. The Contractor will furnish a list of agreed upon items that may be accepted at the events.

3.00. COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 7:00 o'clock P.M. No collection shall be made on Saturday or Sunday.

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

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps. The Contractor may, from time to time, propose changes in routes or days of collection affecting Residential Units. Such changes shall be subject to City approval prior to implementation. Upon approval by the city, the Contractor shall promptly give written or published notice to the affected Residential accounts at least thirty (30) days prior to implementation.

3.04 Holidays: Contractor may pick three days from the following list of holidays to be off for purposes of this Contract:

- New Year's Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.**

3.05. Contractor's Personnel: The Contractor shall provide adequate numbers of properly trained personnel and shall maintain and operate a fleet of trucks sufficient in size and number to perform the Contractor's responsibilities under the terms of the Contract documents. The Contractor shall require all employees and personnel to be clean, neat, and wear the appropriate Personal Protection Equipment, including a uniform, and carrying company identification. Each driver shall carry the legally appropriate valid Texas operator's license for the type of vehicle he is operating. The Contractor, it's employees, officers or agents or anyone acting or claiming to act on behalf of the Contractor shall at no time be allowed to identify themselves or in any way represent themselves as being employees, officers, or agents of the City. Contractor shall be responsible for damage to any private or City owned property caused by willful or negligent acts of its personnel.

3.06. Complaints: All customer complaints regarding solid waste collection, terms and procedures provided for herein, shall be made directly to the Contractor and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The City shall notify the Contractor of each complaint reported to the City and it shall be the duty of the Contractor to take whatever steps necessary to remedy the cause of the complaint and notify the City of its disposition within one (1) business day after receipt of the complaint from the City.

The Contractor shall provide response to customers within forty-eight (48) business hours regarding deliveries, cancellations, and can swap-outs.

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

Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to keep in a neat and sanitary condition, preserve and present a well-kept appearance, and have a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to ensure compliance of equipment with Contract, or require

equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

- 3.08 Availability of Contractor: The Contractor shall provide facilities through which he can be contacted. Sufficient local or tollfree telephones and staff shall be available to provide necessary customer services from 8:00 a.m. to 5:00 p.m. on regular collection days.

The driver will make a final stop at City Hall and make attempt to provide information regarding missed accounts with a City representative.

- 3.09 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.
- 3.10 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the customer at the premises to property contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- 3.11 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.12 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.13 Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- 3.14 Collection and Disposal of Commodities: Contractor shall be responsible for proper disposition of recyclable materials and commodities. City currently has single stream recycling. Periodically, City will request that Contractor provide proper documentation evidencing disposition of recyclable materials and/or commodities in a proper manner. Such documentation may include but is not limited to: tonnages of recyclable materials by material category; customer complaint and resolution log; Improper set-out logs; tonnages of rejects and residue; copies of sales invoices for recyclable materials; and other records related to services provided under the contract. Should Contractor be unable to produce such proper documentation or documentation is provided that Contractor is disposing of the recyclable materials and commodities directly into the landfill, such action may constitute cause for termination or may require Contractor to reimburse or credit City for amounts paid to Contractor for such period shown to have been disposed of improperly.

4.00 LICENSE AND TAXES

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

5.00 INDEMNITY

The Contractor assumes all risks of loss or injury to property or persons caused by its performance of the above services. The Contractor agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services and caused by a willful or negligent act or omission of the Contractor, its officers and employees. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6.00 TRANSFERABILITY OF AGREEMENT

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

7.00 OWNERSHIP

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

8.00 BOOKS AND RECORDS

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

The Contractor, along with a City staff member, shall conduct an annual inventory audit of all units in an effort to adequately reflect proper inventory of equipment and billings.

9.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a fifteen (15) day period from the date of receipt of said notice from City to remedy any failure to perform. If the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder within such fifteen (15) days, the City Council may terminate this Contract.

10.00 NOTICES

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

If to the City, at:

130 W Ave D
P.O. Box 178
Driscoll, TX 78351

If to the Contractor at:

ATTN: _____
(TITLE)

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

11.00 FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

12.00 SEVERABILITY

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

13.00 BASIS AND METHOD OF PAYMENT

The Contractor shall bill the City for services rendered to Residential or Commercial accounts on a monthly basis, on or before the tenth (10th) day of the month, and the City shall pay the Contractor within thirty (30) days.

The City shall submit statements to and collect from all residential and commercial units for services provided by the Contractor, including those accounts that are delinquent.

The Contractor shall begin or discontinue collection service for any Residential or Commercial account as set forth in a written notice sent to it by the City. The City shall give notice to discontinue service only upon receiving a request from the Residential or Commercial account to close his utilities account or upon the failure of the Residential account to pay his utilities account in a timely manner.

14.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive license and privilege to provide containerized Solid Waste collection, removal and disposal services within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals and Hazardous Waste from Residential and Commercial Units.

Any Solid Waste Hauler providing services not provided by Contractor may operate in the City when this Contract becomes effective so long as service agreements do not provide for containerized commercial solid waste collection. The Street Use Fee and an Annual Permit fee will apply to the Contractor immediately upon the award of Contract.

SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL

The proposal amount is for a Base Bid with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, Franchise Fee and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal for the City of Driscoll, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE BID (Residential):

- A. *Manual Solid Waste Collection****
 Once a Week Collection (1 cart) with
 once a month Brush/Bulky Collection
- Once a Week Collection (2 carts) with
 once a month Brush/Bulky Collection
- Once a Week Collection (3 carts) with
 once a month Brush/Bulky Collection

Per Home (Monthly Rate)

\$ _____,

\$ _____

\$ _____

- B. *Up to two (2) thirty (30) to forty (40) cubic yard roll off containers two times per year for the City of Driscoll City Wide Clean Up days (spring/fall). Includes delivery fee, haul fee and disposal fee***

\$ _____/unit

ALTERNATE BIDS:

A. *Automated Solid Waste Collection-Residential**

Once a Week Collection (1 cart)
with once a month Brush/Bulky Collection

Once a Week Collection (2 carts) with
once a month Brush/Bulky Collection

Once a Week Collection (3 carts) with
once a month Brush/Bulky Collection

Per Home (Per Month)

\$ _____,

\$ _____

\$ _____

* Per 90 - 95 Gallon Polycart

EXTRA ROLL OFF CONTAINERS:

20 Cubic Yard Per Haul

30 Cubic Yard Per Haul

40 Cubic Yard Per Haul

Delivery and Exchange

Daily Container Rental

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

(CONTINUED ON NEXT PAGE)

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

_____ INDIVIDUAL; _____ PARTNERSHIP; _____ CORPORATION

_____ JOINT VENTURE

Name of Landfill intended to be used:

CERTIFIED STATEMENT

I, _____, authorized representative for _____ hereby certify that the following supporting data, as outlined in the City of Driscoll Request for Proposal on Solid Waste, Section 12: COMPETENCY OF CONTRACTOR, Section (a) through (e) is true and complete and shall be used in determining whether our company is a qualified, responsible vendor.

Print Name

Signature

Company Name

State of Texas)
County of _____)

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public, State of Texas