



CITY OF TROUP

RFP FOR SOLID WASTE/DISPOSAL SERVICES

REQUEST FOR PROPOSALS

The City of Troup is soliciting sealed proposals in the office at 106 East Duval Street, Troup, Texas, 75789, until Tuesday, July 24, 2020, 10:00 a.m.

Gene Cottle, City Manager
troupadmin@trouptx.com

Solid Waste Collection/Disposal Contract

The City of Troup is soliciting sealed proposals in the office at 106 East Duval Street, Troup, Texas, 75789, until **Friday, July 24, 2020, 10:00 a.m.**, at which time they will be opened for the following:

Solid Waste Collection/Disposal Contract

Sealed envelopes should be marked:

“Solid Waste Collection/Disposal Contract.”

The selected Contractor will be awarded the Contract through a resolution of the City approving and adopting the Contract Documents. Enforcement of the exclusive contract authority and related compliance regulations with penalties will be established by the City of Troup before the effective service date commences. The defined terms appearing in the General Specifications apply to all Contract Documents. Proposals must be made on forms furnished by the City of Troup Four (4) signed/initialed copies of the proposal must be delivered on or before **July 24, 2020, 10:00 a.m.** The proposal must be sealed and plainly marked as required above.

Proposers (responding contractors) are expected to inspect the work site(s) and to inform themselves regarding local conditions.

All questions related to this RFP, information, and specifications should be directed in writing to Gene Cottle, City Manager **ONLY** managing this process for and under the direction of the Mayor and City Council. The contact telephone number is 903.842.3128, extension 15 and the email address is troupadmin@trouptx.com. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

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

The City of Troup is an equal opportunity agency. All contractors, subcontractors, vendors, suppliers, and providers of services, activities, and programs for the City must adhere to the Federal regulations of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA).

**SECTION I
INSTRUCTIONS TO PROPOSED CONTRACT PROVIDERS**

1. BACKGROUND

The City of Troup seeks proposals from qualified firms interested in providing solid waste collection and disposal services within the City by an exclusive service contract. Services shall be provided at various City locations and business/commercial operation/construction sites according to City regulations and performance standards, local laws, deed restrictions, and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is not a statutory competitive bid solicitation process. The City reserves the right not to award the contract, or to amend, or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing and providing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

A. Solid Waste Disposal Services

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 recycling and/or solid waste refuse collection, removal and disposal and to complete said work in accordance with all applicable Federal, State and County laws; rules or regulations as well as any Ordinances of the city of Troup now in effect or subsequently adopted during the term of this contract. 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.

B. Compliance

The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein including, but not limited to, those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. PREPARATION OF THE PROPOSAL

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. The franchise fee will be deducted by the Contractor from the invoice provided by Contractor.

Four (4) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor and his address. 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.

4. PROPOSAL SECURITY

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

The successful Contractor will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in an amount equal to the full contract price, but said bond may provide for a pro rata reduction therein annually, over the term of the Contract.

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

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

5. COMMUNICATIONS WITH CITY OFFICERS AND STAFF

Prohibited Contacts During Contract Evaluation – A vendor/contractor or a vendors'/Contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

Representations - No representations, statements, promises or agreements, orally or otherwise, made by any party or anyone acting on behalf of any party, that is not contained in this request or responding written proposal shall be of any force or effect. It is stipulated and understood that any advice, approvals, or instructions given by City staff, technical personnel or other representatives to any Contractor are expressions of personal opinion and do not alter or amend the proposal documents.

6. 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.

The City reserves the right to review the insurance requirements of this Section during the effective period of the Contract and any extension or renewal period.

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 minimum | \$5,000,000 | \$5,000,000 |
| Property Damage | \$5,000,000 | \$5,000,000 |
| Comprehensive Auto Liability Bodily Injury | \$5,000,000 | \$5,000,000 |
| Comprehensive Auto Liability-Property Damage | \$5,000,000 | \$5,000,000 |

Each insurance policy to be furnished by the Contractor shall include the following conditions by endorsement to the policy:

1. The liability insurance shall name the City as an additional insured.
2. The policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. Each policy shall require that thirty (30) days prior to cancellation, non-renewal, or any material change in coverage, a notice thereof shall be given to the City by certified mail. If the policy is cancelled for nonpayment of premium, only fifteen (15) days written notice to the City is required.
4. The term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the City and individual members, employees, and agents thereof in their official capacities while acting on behalf of the City.
5. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas.

6. All liability policies required herein shall be written with an “occurrence” basis coverage trigger.
7. Prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

7. 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 receipt of formal notice of award, Contractor will be considered to have abandoned all his 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.

8. SECURITY FOR FAITHFUL PERFORMANCE

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

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years.

The Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

9. 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.

10. 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.

11. 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 with conditions existing, shall in no way relieve him 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 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.

12. 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 the Mayor of Troup. 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 (5) days prior to the date fixed for the opening of Proposals.

13. 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 venture shall execute the Proposal.

14. 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) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of certified public accountants.

- (c) 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.
- (d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

15. 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.
- (c) Evidence, in form and substance satisfactory to the City, that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Copies of the following documentation must be provided with each proposal.
 - i) The three most recently approved Texas service contracts with a municipality
 - ii) The most current landfill agreement(s) and letter from landfill(s) regarding current payment for the past 12 months.
- (e) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

16. 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.
- (e) Current litigation with any governmental entity
- (f) Evidence of documented unresolved consumer complaints

17. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the 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.

18. METHOD OF AWARD

- A. The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within ten (10) days following the date Proposals are publicly opened and read.

The following costs shall be considered in awarding the contract:

| | |
|--|--|
| RESIDENTIAL CART COLLECTION: | The number of users times the rate per user |
| COMMERCIAL/INDUSTRIAL CART COLLECTION: | The number of users times the rate per user |
| COMMERCIAL/INDUSTRIAL COLLECTION: | Users times Rate based on size and frequency |
| BRUSH/BULK WASTE COLLECTION: | Included in Residential Cart Collection Rate |
| ALTERNATE BID RATES: | As affected by twice per month Recyclable Collection |

- B. An Evaluation Committee, chaired by the Mayor, or his appointee and consisting of two other members appointed by the Mayor, shall evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the Evaluation Committee makes its recommendation
- C. The proposal will be evaluated as follows:
- Cost – 40%
 - Ability to provide high-quality service to the City's residents, as evidenced by type and amount of equipment, reputation, personnel, and procedures. - 30%
 - Prior experience in the industry, and prior service to City or to other groups of residents in a high-quality manner. - 15%
 - Financial condition and stability of the proposer, and financial outlook for the proposer for the term of the contract. - 15%

19. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of waste at a State approved facility. The Contractor shall pay all State fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of the Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties, or costs associated with the transportation and deposit of refuse and hazardous waste in the landfill

20. 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.

21. 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.

22. TERM

The term of service shall be three (3) years, with subsequent three-year renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional three year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 120 days prior to the expiration of the Contract.

23. REMUNERATION

23.1 COLLECTION AND DISPOSAL RATES

The collection and disposal rates shall be as follows:

- A.) For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
- B.) For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
- C.) If recycling services are awarded as part of the contract, the rates set forth in the proposal for recycling.

23.2 MODIFICATION TO RATES

The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operations and shall be as follows:

- A) Any other provision of this Contract notwithstanding, beginning on the first anniversary after the extension of this Contract and each succeeding anniversary of this date during the term of this extension, the rate schedule and fees charged by Contractor for residential and commercial hand collect service in the City shall be raised as follows: An amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates and prices will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding. Contractor shall provide the City with 60 days notice of changes prior to the effective date of the change.
- B) In the event Contractor experiences unusual changes in the Contractor's cost of operations such as revised laws, ordinances, or regulations that are not imposed because of the action or inaction of the Contractor (changes in location of disposal sites, changes in disposal rates from disposal site, growth from redevelopment, etc.), the City will entertain an adjustment to the fees agreed, based on a review of the facts submitted to the City. The Contractor shall submit at least thirty (30) days notice to City of any requested rate changes for one or more of the foregoing reasons.

23.3 BILLING RESPONSIBILITY, PAYMENTS

The City shall be responsible for billing accounts and collecting payment from customers. The City agrees to remit to the Contractor the contracted amount for each applicable account in an amount based on the attached rate schedule.

23.4 DELINQUENT AND CLOSED ACCOUNTS

The Contractor shall discontinue refuse collections service at any authorized account as set forth in a written notice sent by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regular scheduled collection day.

23.5. CONTRACTOR’S BILLINGS TO CITY

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the thirtieth (30) day following the end of the month for the preceding month’s fees. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

23.6 RATES

Contractor shall quote rates for services in compliance with the rates set forth in the Contract. The City shall bill customers directly, collect, and remit net fees due the contractor.

24. 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 the 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.

SECTION II

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 at Commercial and Industrial Units.
- 1.03 Box: Corrugated/cardboard container not more than 1 cubic yard in exterior dimensions. Box may be either empty or containing refuse. Total weight of box and contents not to exceed 35 pounds.
- 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 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 35 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards (6' x 3' x3').
- 1.07 City: The City of Troup.
- 1.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial/Industrial Unit. 1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection, not a Residential Unit.
- 1.10 Commercial/Industrial Cart Collection Unit: A retail or light commercial type of business whose refuse disposal needs do not require arranging Commercial/Industrial Collection.
- 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. Total weight of such container and its contents shall not exceed 35 pounds.
- 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 firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.17 Customer: An occupant of a Residential, Commercial/Industrial Cart Collect, Commercial or Industrial Unit who is a utility customer of the City of Troup and who generates refuse. This applies to customers both inside and outside the corporate limits of Troup.

- 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 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 and approved for use by City unless otherwise specified by the City of Troup.
- 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/Industrial Cart Collect unit, with ownership retained by Contractor. The Contractor shall supply new, replacement or additional polycarts within seven days following a request for such from the City.
- 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.
- 1.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons. Recycling Containers will be provided to each Residential Unit, with ownership retained by the Contractor. The Contractor shall supply new, replacement or additional Recycling Containers within seven days following a request for such from the City.
- 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/Industrial Refuse.
- 1.28 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.29 Residential Unit: A dwelling occupied by a person or group of persons. A Residential Unit shall be deemed occupied when municipal water service is being supplied thereto.

- 1.30 Rubbish: Non-putrescible 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 SERVICE

- 2.01 Residential Cart Collection: At the premises of residential customers held by the City and served by the Contractor, solid waste collection shall occur once weekly. Collection shall include the polycart and five (5) additional bags, boxes or refuse containers as placed curbside by the user. Further, if requested; 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.
- 2.02 Commercial and Industrial Cart Collection: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers utilizing cart service once weekly. Any commercial, institutional and industrial customers routinely requiring waste removal in quantities greater than that afforded by utilizing cart service must contract for commercial/industrial bin collection. If requested, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all commercial and industrial cart collection sites. The City has the right to reject and request modification of routes, and updates on routes of Contractor.
- 2.03 Commercial and Industrial Collection: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested and arranged for by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. The bin should be located on a surface suitable for accommodating the equipment necessary for collection. The City shall be the sole determinant of acceptable dumpster pads/surfaces, locations, and screening.
- 2.04 Brush/Bulk Wastes Collection: The Contractor will adjust equipment and manpower allocations to provide a special collection service for brush/bulky wastes and/or bundles on two specific days per month. This service shall be extended to Residential Cart Collection Customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.
- 2.05 Recyclable Collection: Contractor shall collect and remove recyclable material with a single stream 30 cubic yard container.
- 2.06 Roll-off Containers: Contractor shall promptly supply, deliver and remove 20, 30, or 40 yard roll-off

containers as requested at locations within the City.

2.07 Citizen Use of Landfill: Contractor shall allow citizens, with copy of their City of Troup utility bill, to access the landfill once a month at no charge with no more than 3 cubic yards of bulk waste.

3.00. COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:30 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

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

3.03 Holidays: Contractor may decide to observe any widely observed holiday by suspension of 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 observed holidays. Make-up days shall be the next business day following the holiday.**

3.04 Complaints: At a minimum, customer complaint procedure shall provide that any user complaint be addressed and shall be promptly resolved within 24 hours of receipt of such complaint. Although most complaints are against the service of the Contractor; most complaints are lodged with the City. The City shall utilize a three (3) part complaint form to log user complaints. Two parts shall be provided to the Contractor with one part being later returned to the City detailing the facts of the resolution. The contractor shall be responsible for maintaining a log of complaints received directly by them, 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 refuse or recycling 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 noon the next business day if notification is provided after 2:00 p.m. A representative (driver, etc.) of the Contractor shall appear in person at Troup City Hall prior to the suspension of collection services for the day. The Contractor shall provide the City with contact information for a single office/individual who will be responsible for complaint resolution.

3.05 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.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. 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 preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure 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. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

3.06 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.

- 3.07 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.
- 3.08 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.
- 3.09 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.
- 3.10 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.
- 3.11 Street and Roadway Damage: Any damage done to City streets and/or roadways which is caused by the weight of the refuse trucks or due to the negligent operation of a collection vehicle shall be the responsibility and liability of the Contractor. Contractor shall pay within sixty (60) days after the formal demand for payment for the cost of any repairs to the streets or roadways so damaged. Should the City and the Contractor not agree on liability, an independent agent agreeable to both parties shall be employed to prepare a report detailing the cause of any damage and this report shall be binding on both parties. The cost of employing this independent agent shall be borne by the party not prevailing in his/her determination.

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 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.

6.00 SOLE REMEDY

The City's sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond.

7.00 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.

8.00 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.

9.00 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.

10.00 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 thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, 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, the City Council may terminate this Contract.

11.00 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:

To the City at: City Manager
 City of Troup

 P.O. Box 637
 Troup, TX 75789-0637

To the Contractor at: ATTN: _____

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

12.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

13.00 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.

14.00 GOVERNING LAW AND VENUE

The Contract when awarded shall be construed and enforced in conformance with the laws of the State of Texas.

Venue for any actions arising from or related to the Contract when awarded shall be Smith County, Texas.

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

The proposal amount is for a Base Bid and one alternate bid only. It is the intent of the proposal to determine the cost to the City before applying 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 Troup, 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:

A. *Cart Collection*

RESIDENTIAL CART COLLECTION

Once per week collection, single stream recycling,
brush/bulk waste twice per month and free
Citizen Use of Landfill for brush/bulk
Once per month for 3 cubic yards

\$ _____

COMMERCIAL/INDUSTRIAL CART COLLECTION

Once per week collection

\$ _____

B. *Solid Waste Removal Service at:*

City Hall, Police Station, Fire Stations, Library and
other municipal facilities as needed.

\$ No Fee Collected

**C. *Two (2) thirty (30) yard roll-off containers
at City sewer plant.***

One lined for sewer sludge removal
One for general refuse collection

\$ No Fee Collected

**D. *Charge for removal and disposal of City's
sewer sludge container in C above***

\$ _____

E. *Charge for Commercial/Industrial Bin Collection:*

| Size in yards | Frequency per wk | Rate | User Estimate |
|---------------|---------------------|------|------------------|
| 2 | 1 | | 11 |
| 2 | 2 | | 0 |
| 3 | 1 | | 5 |
| 3 | 2 | | 0 |
| 4 | 1 | | 7 |
| 4 | 2 | | 0 |
| 6 | 1 | | 5 |
| 6 | 2 | | 1 |
| 8 | 1 | | 7 |
| 8 | 2 | | 7 |
| | | | |

**F. *Attach detailed explanation of your roll-off
charges to the City including delivery, rental and disposal.***

G. *Franchise Fee:* _____ %

**H. *Annual Donation to City for
For use in housing Demolitions* **\$3,000****

ALTERNATE BID:

- A. Cart Collection**
 RESIDENTIAL CART COLLECTION
 Once per week collection, twice monthly cart recycling,
 brush/bulk waste twice per month and free
 Citizen Use of Landfill for brush/bulk
 Once per month for 3 cubic yards \$ _____
- COMMERCIAL/INDUSTRIAL CART COLLECTION
 Once per week collection \$ _____
- B. Solid Waste Removal Service at:**
 City Hall, Police Station, Library and
 other municipal facilities as needed. \$ No Fee Collected
- C. Two (2) thirty (30) yard roll-off containers
 at City sewer plant.**
 One lined for sewer sludge removal
 One for general refuse collection \$ No Fee Collected
- D. Charge for removal and disposal of City's
 sewer sludge container in C above** \$ _____

E. Charge for Commercial/Industrial Bin Collection:

| Size in yards | Frequency per wk | Rate | User Estimate |
|---------------|------------------|------|---------------|
| 2 | 1 | | 10 |
| 2 | 2 | | 0 |
| 3 | 1 | | 5 |
| 3 | 2 | | 0 |
| 4 | 1 | | 7 |
| 4 | 2 | | 0 |
| 6 | 1 | | 5 |
| 6 | 2 | | 1 |
| 8 | 1 | | 7 |
| 8 | 2 | | 7 |
| | | | |

- F. Attach detailed explanation of your roll-off
 charges to the City including delivery, rental and disposal.**
- G. Franchise Fee:** _____ %
- H. Annual Donation to City for
 For use in housing Demolitions \$3,000**