



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET:

MEETING DATE: March 08, 2018

PROJECT: Consider and act on staff recommended “Draft” Request for Proposals (RFP) specifications for Solid Waste Collection & Disposal and Recycling Services for the City of Marshall for an initial five-year period beginning January 1, 2019; or exercise a five-year extension of our existing contract. (Public Services Director)

DESCRIPTION:

The initial period under our current solid waste and recycling services contract with Republic Services is set to expire December 31st, 2018. We have two options: 1) continue under our current contract by exercising a five-year extension option (through December 31, 2023) under the current pricing structure and services; or 2) open the contract to the RFP process and request proposals for current service levels and alternate proposal for solid waste and recycling services, utilizing service with 96 gallon rolling carts instead of bagged curbside service.

Attached is a “Draft” set of RFP specifications with a few modifications from our current contract for services, with changes in yellow representing new wording, and with changes crossed out representing wording that would be removed. Major changes include:

- Providing for an initial seven-year contract as an alternate proposal, utilizing 96 gallon carts (seven years would allow contractors additional time to spread out their upfront costs for over 15,000 new carts (approximately \$700,000 to \$750,000)
- Increased minimum insurance from \$1,000,000 to \$5,000,000
- Clarified performance bonding requirements (this was actually changed in the previous RFP)
- Clarified 10% franchise fee wording
- Revised CPI rate adjustment wording to clarify adjustments can be both plus or minus (+ or -) as based on the annual CPI index for All Urban Consumers (Dallas – Fort Worth)
- Cleaned up the duplicated wording in Section 2.00 in General Specifications for 2.01 and 2.03
- Added additional wording for cleanup of spillages
- Added additional wording for possible requirement of two-axle trucks on certain streets

In addition to enhancing public health and overall cleanliness and litter reduction by using rolling carts instead of curbside plastic bags (bags get torn into by animals on a regular basis), converting to once a week trash service with carts will reduce heavy garbage trucks on our city streets by 50%. Heavy garbage trucks create maintenance issues because of their weight and their constant stop-and-go action on our streets. Converting garbage service to once a week pickup up will reduce street maintenance.

****We provided a “Draft” copy of the RFP proposal two weeks ago for your review and hopefully for final approval at this city commission meeting, should you decide to move forward with RFP requests. If we are going out for proposals, we need to ASAP.***

Action for this agenda item is centered on if we move forward with a five-year extension of the existing contract with Republic Services or issue a new RFP with an alternate option for use of contractor supplied 96 gallon rolling carts. Staff recommends issuance of a new RFP with option for cart service.

FUNDING:

Acct. Name & No

Various Funds

Original Budget

To be determined

RECOMMENDED CITY COMMISSION ACTION:

Consider and act on staff recommended “Draft” Request for Proposals (RFP) specifications for Solid Waste Collection & Disposal and Recycling Services for the City of Marshall for an initial five-year period beginning January 1, 2019 or exercise a five-year extension of our existing contract – staff recommends seeking new Request for Proposals. (Public Services Director)

CITY CONTACT: J. C. Hughes, Public Services Director - 903-503-4503

ATTACHMENTS:

“Draft” RFP for Solid Waste and Recycling Services

cc: Lisa Agnor, City Manager

Elaine Altman, Finance Director

Chris Miles, Water Utilities Superintendent



J.C. Hughes, Public Services Director
City of Marshall
PO Box 698
605 East End Blvd. (Hwy 59 South)
Marshall, Texas 75671

903-935-4489 (Office)
903-503-4503 (cell)
jchughes@marshalltexas.net

RFP-2018 - 1

**REQUEST FOR SEALED COMPETITIVE PROPOSALS
FOR
SOLID WASTE COLLECTION & DISPOSAL,
AND RECYCLABLE MATERIAL
COLLECTION AND PROCESSING**

PROPOSALS DUE: Tuesday April 3rd, 2018
2:00 P.M.

Proposal submitted by:

(Company name and contact)

REQUEST FOR PROPOSALS No. RFP-2018-1

CITY OF MARSHALL'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL/
RECYCLABLE MATERIALS COLLECTION & PROCESSING

City of Marshall, Texas
PO Box 698
605 East End Blvd. (Hwy 59 South)
Marshall, Texas 75671
903-935-4489

The City of Marshall announces issuance of a Request for Sealed Competitive Proposal (RFP) for the following service(s):

Solid Waste and Recycling Collection Services

Sealed RFP's will be accepted only at the above noted street and mailing address, until 2:00 PM, local time, Tuesday, April 03, 2018, at which time the proposals will be publicly opened and read aloud. All RFP submittals must be received in a sealed envelope or package with the RFP-2018-1 and the opening date and time noted in the lower right hand corner of the envelope. Submitting firms are expected to become familiar with local conditions, limitations, and operations of the City of Marshall that may have a material impact on their RFP response.

A Pre-Proposal Conference will be held on Monday, March 19, 2018 at 2:00 PM, local time in the Water Plant Conference Room, 2nd floor, 605 East End Blvd. South (Hwy. 59 South), Marshall, Texas 75671. Attendance is not mandatory; however, proposers are encouraged to attend so that final questions related to the RFP can be addressed at that time.

It is the sole responsibility of the submitting firm to ensure that the sealed RFP arrives and is delivered to the above official address prior to the specified deadline for RFP submittals. Faxed or electronically transmitted RFP submittals will not be accepted in response to this RFP request. Any submittals received after the specified deadline will be deemed as being non-responsive and will be returned unopened.

Contact: The point of contact for this RFP for all information or questions and to secure a copy of the detailed RFP response package shall be:

J. C. Hughes, Public Services Director
 PO Box 698
 605 East End Blvd. (Hwy 59 South)
 Marshall, Texas 75671
jchughes@marshalltexas.net
 903-935-4489 (Office)
 903-503-4503 (cell)

The City of Marshall reserves the right to not issue a contract and to cancel or modify this RFP solicitation at any time, and at its sole discretion, award a contract that it deems is in the best interest of the City. Minority and small business vendors are encouraged to submit proposals.

Submitted By: _____
 J. C. Hughes, Public Services Director

Ads posted: March 11, 2018
 March 18, 2018
 March 25, 2018

**CITY OF MARSHALL'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL/
 RECYCLABLE MATERIALS COLLECTION & PROCESSING**

**SOLID WASTE COLLECTION AND
DISPOSAL, AND RECYCLABLE MATERIAL
COLLECTION AND PROCESSING**

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SECTION I: INSTRUCTIONS TO CONTRACTORS

1.00 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 and disposal and recyclable collection and processing. The City currently has approximately **7,750 residential customers billed and collected by the City**. The residential waste is currently collected twice per week (Monday & Thursday or Tuesday & Friday) at the curbside in customer supplied cans, carts, containers, or plastic bags, with normal bulk item and recyclable collection once per week (Wednesday, recycling in contractor supplied 18-gallon blue plastic open bins) **and in 96-gallon refuse and recycling rolling carts leased by customers from the City of Marshall.**

The City will accept base Request for Proposals (RFP) for:

- The existing curbside bagged **refuse** collection and 18-gallon recycling program.
- An alternate RFP for fully automated refuse collection and recycling using contractor supplied 96-gallon rolling carts.

Contract RFP periods shall be:

- Base contract RFP period of five (5) years, with one five (5) year extension.
- **An alternate contract RFP period of seven (7) years, with one five (5) year extension. *Seven (7) year period is intended to allow contractors time to recoup the start-up cost of purchasing and initiating rolling cart service for the City; cost includes purchasing carts currently leased by the City (approximately 993 refuse and 357 recycling carts are currently owned and leased by the City).**

Service also includes operating and staffing a Convenience Station operation on Five Notch Road, including furnishing an on-site office, and collection of dumping fees – ~~Tuesday through Saturday 8:00 am until 4:00 pm~~ **Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.**

Service also includes operating or providing for an Electronic Recycling Center at Convenience Station operation on Five Notch Road, including oversight of items deposited – Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.

Service also includes **operating or providing for a Recycling Center at Convenience Station operation on Five Notch Road, including oversight of items deposited – ~~Tuesday through Saturday 8:00 am until 4:00 pm~~ Monday through Friday 8:00 am until 4:00 pm; and Saturday 8:00 am until noon.**

Scheduled anniversary (start date): ~~January 1, 2014~~ **January 1, 2019.**

Proposals for commercial waste will also be accepted in accordance with the rate schedule noted herein and remit a monthly franchise fee to the City of Marshall in the amount of 10% of the amount billed by the contractor.

2.00 GENERAL CONDITIONS OF THE PROPOSAL

Contractors must submit their proposals upon the following express conditions:

**CITY OF MARSHALL'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL/
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

GENERAL

- a) Each Contractor must fully acquaint itself with conditions relating to the scope of the work and restrictions pertaining to the execution of the work under the proposal. Each Contractor must thoroughly examine and be familiar with the proposal documents.
- b) The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with the conditions relating to the scope of work, will in no way relieve the Contractor of any obligations with respect to their proposal.
- c) The Contractor will take full responsibility for obtaining information concerning the conditions at all locations that may affect the work.
- d) The Contractor will make its own determination as to conditions and will assume all risk and responsibility and will complete the work in and under any conditions it may encounter or create, without extra cost to the City.

3.00 CLARIFICATION OR OBJECTION TO PROPOSAL DOCUMENTS

- a) If a Contractor wants a clarification of the proposal documents, a written or emailed request must be submitted to J.C. Hughes, ~~Public Works Director~~ **Public Services Director**.
- b) Any objections to the proposal documents must be in writing or email and received by J.C. Hughes, ~~Public Works Director~~ **Public Services Director**, no later than five (5) days prior to the scheduled proposal deadline.

4.00 ADDENDA TO PROPOSAL

- a) Any clarification of the proposal documents will be made by an addendum.
- b) Addenda clarifications desired by a prospective Contractor shall be requested of the City in writing. If clarifications are necessary, a reply shall be made in the form of an addendum, mailed to each Contractor that received a set of proposal documents.
- c) Every request for such explanation shall be submitted in writing, addressed to J. C. Hughes, ~~Public Works Director~~ **Public Services Director**, PO Box 698, Marshall, TX 75671; or by email to ichughes@marshalltexas.net. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.
- d) Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5.00 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted on Monday, March 19th, 2018, at 2:00 PM in the City Water Plant Conference Room, 2nd floor, 605 East End Blvd. South (Hwy. 59 South), Marshall, Texas 75671. Attendance is not mandatory; however, proposers are encouraged to attend so that final questions related to the RFP can be addressed at that time.

6.00 PREPARATION OF THE PROPOSAL

Contractors must prepare proposals in accordance with the following:

- a) The base proposal is for a duplication of our currently offered services, which is twice per week curbside bag or trash can pickup, and once per week recycling pickup, curbside.
- b) An alternate proposal must be submitted for once per week automated refuse and recycling **96-gallon rolling** carts.
- c) All information required in the Proposal Form, together with appropriate schedules, must be furnished and completed in full in ink or typewritten.
- d) 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.
- e) It is the intent of the proposal to determine the lowest possible cost without regard to franchise or billing fees. Any 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 final bid, franchise fee and/or billing fee.

7.00 SUBMISSION OF PROPOSAL

Proposals are due by ~~Monday, April 8th, 2013~~ **Tuesday, April 3rd, 2018 at 2:00 PM.**

- a) Any Proposal received after the time and date specified above shall not be considered.
- b) Six (6) 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 and Recycling." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal.
- c) Each Contractor agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the scheduled proposal deadline.
- d) Facsimile or email proposals shall not be accepted.

8.00 WITHDRAWAL OF PROPOSAL

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

9.00 REJECTION OF PROPOSALS

- a) The City may reject a Proposal if A) the Contractor misrepresents or conceals any material fact in the proposal; B) the Proposal does not conform to this Request for Proposal; or C) it is deemed in the best interest of the City to do so.

- b) The City will not be responsible for costs incurred by the Contractor in the preparation of a Proposal for its contents.
- c) The City reserves the right to waive any informalities or irregularities in any Proposal. The City may consider as informal any Proposal not prepared and submitted in accordance with these provisions.

10.00 COMMUNICATIONS WITH CITY OFFICERS AND STAFF

Prohibited Contacts During Contract Evaluation – A vendor/contractor or a vendor's/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.

11.00 PROPOSAL SECURITY

Each Proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Five Thousand Dollars (\$5,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed a Contract, or, if no Contractor's Proposal has been selected within sixty (60) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

12.00 EVIDENCE OF INSURANCE

- a) 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. The City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.
- b) 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 insurance must name the City as additional insured and shall insure the City in the same general terms and the same general effect. It shall be the responsibility

of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation. 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 INSURANCE LIMITS

Type of 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 \$5,000,000	\$1,000,000 \$5,000,000
Property Damage	\$1,000,000 \$5,000,000	\$1,000,000 \$5,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000 \$5,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000 \$5,000,000	

13.00 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- a) The Contract shall be deemed as having been awarded when formal notice of award has been mailed by the City to the Contractor by certified mail, return receipt requested.
- b) 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 twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all 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 forfeiture of security shall be the remedy of the City.

14.00 SECURITY FOR FAITHFUL PERFORMANCE

- a) A letter shall accompany the Proposal from a corporate surety, satisfactory to the City, stating that a Performance Bond will be furnished by the corporate surety to the person submitting the Proposal in the event such person 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.
- b) The successful Contractor will be required to furnish a Performance Bond as security for the faithful performance of the executed Contract. Said Performance Bond must be in an amount ~~equal to the full contract price~~ of \$250,000 with no lapse in coverage ~~but said bond may provide for a pro rata reduction therein annually,~~ over the term of the Contract.

- c) The Contractor shall pay any and all premiums 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.
- d) The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

15.00 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.

16.00 CONDITIONS

- a) 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.
- b) It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.
- c) 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.
- d) Except with respect to events or conditions which are not discoverable, the Contractor shall make his own determination as to conditions; 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.
- e) 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.
- f) The summary text of the Solid Waste Collection and Disposal Franchise Ordinance shall be published once each week for two (2) consecutive weeks in the official paper of the City, and the expense of such publication shall be borne by the Contractor.

17.00 NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

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

- b) 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.
- c) 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.

18.00 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 nationally recognized firm of independent 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.

19.00 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) 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.

20.00 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 Contractor's 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 municipal or governmental contract for failure to perform.
- (e) Current litigant with any governmental entity.

21.00 BASIS OF THE PROPOSAL

The procedure for Proposal evaluation and selection is as follows:

- (a) Request for Proposals issued.
- (b) Receipt of Proposals.
- (c) Opening and listing of all Proposals received.
- (d) An Evaluation Committee, appointed by the City Manager, 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.
- (e) The Evaluation Committee shall recommend to the City Manager the Proposal(s) acceptance of which the Evaluation Committee believes to be in the best interest of the City. **The Evaluation Committee shall base its recommendations on the following factors, weighted as follows:**
 - (i) Cost. (40%).

- (ii) Ability to provide high-quality service to the City’s residents, as evidenced by type and amount of equipment, reputation, personnel, and procedures. (30%)
- (iii) Prior experience in the industry, and prior service to City or to other groups of residents in a high-quality manner. (15%)
- (iv) Financial condition and stability of the proposer, and financial outlook for the proposer for the term of the contract. (15%)
- (f) After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the Proposal, or Proposals, acceptance of which the City Manager deems to be in the best interest of the City.
- (g) The City Commission shall consider the City Manager’s recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if in concurrence, approve the City Manager’s recommendation(s). The City Commission may reject the City Manager’s recommendation(s) and select another Proposal. In any case, City Commission shall select the Proposal acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all Proposals.
- (h) If and when a contract acceptable to both sides is approved by the City Commission, the City Manager and City Secretary sign the contract after the selected proposer has done so.

Important Note: By submitting a Proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

22.00 QUANTITIES

The current quantities for the number of residential, commercial, and industrial units shown in Exhibit B 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.

23.00 COST METHOD

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 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.

The cost of the Proposals shall be determined using the following methodology:

Residential: Number of actual Household times rate per home =
(A)

Commercial Number of Commercial Hand Collect Customers times
rate per actual service in the City (once or twice per
week at each account) =

(B)

Commercial Dumpster Service Cost to be determined
using Chart (See Section III) =

(C)

Total cost from each Proposer to be determined as the sum of (A) + (B) + (C)

24.00 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.

25.00 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.

26.00 CURBSIDE REFUSE/RECYCLING CONTAINERS

Base Proposal – The Contractor will furnish each Residential Unit with a container for Recyclable Materials at no cost to the City or Resident. Such containers shall be a minimum 18-gallon open top hand-held plastic container (bin) of a type that is approved by the City.

Alternate Proposal - The Contractor will furnish each Residential Unit with a **ROLLING** container for Refuse Collection and one for Recyclable Materials at no cost to the City or Resident. Such containers shall be a minimum **96**-gallon container with wheels and a lid and of a type that is approved by the City.

27.00 RECYCLING MATERIAL

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

The following materials shall be included in the recycling program:

- Aluminum cans - rinsed out
- Board Box (cereal, cake mix, cracker boxes and similar)
- Brown paper bags (grocery type)
- Cardboard (non-waxed, non-coated) – broken down
- Unbroken glass bottles – any color
- Junk Mail and envelopes - dry
- Magazines and catalogs - dry
- Newspaper and newspaper inserts - dry
- Office and school paper (including color paper) - dry
- Phone books - dry
- Plastic bags (grocery type)
- Plastic bottles and containers - rinsed out
- Plastic Milk Jugs
- Plastics #1 through #7
- Steel and Tin Cans - rinsed out
- Materials may be added or deleted by mutual consent of the City and the Contractor

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.

The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

28.00 REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period, summarizing the tonnage of refuse materials collected and the tonnage of recycle materials collected, and other matters as may be requested by the City.

29.00 TERM – Initial contract start date is scheduled for January 1st, 2019

Base RFP Term

The term of service shall be five (5) years from the date of the execution of the contract, with one (1) five-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 five (5)

year period, notice must be given to the other party, in writing, by certified mail (return receipt requested), not less than thirty (30) days prior to the expiration of the Contract.

Alternate RFP Term

The term of service shall be seven (7) years from the date of the execution of the contract, with one (1) five-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 five (5) year period, notice must be given, by certified mail, return receipt requested, to the other party in writing not less than thirty (30) days prior to the expiration of the Contract.

30.00 REMUNERATION

Contractor shall quote a rate for service per household, per month. The City shall bill the Residential Units, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The City will deduct monthly a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

Contractor shall quote rates and fees for commercial and industrial services in compliance with the rate structure set forth in the franchise. The City shall bill the Commercial Units, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The City will deduct monthly a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

"Clarification of 10% franchise fee; fee is deducted from Contractor's, bill based on their RFP proposal pricing. For example, if the Contractor's RFP residential price is \$10.00 and will be billed to the City at \$10.00, the franchise fee of 10% is taken at the point of Contractor's billing and shall be shown as a 10% reduction in the price, resulting in a net invoice cost of \$9.00 (\$10.00 minus 10% = \$9.00 Contractor's net). Proposers need to be fully aware that the price they place in their Proposal will be reduced by 10% for the franchise fee."

RATE ADJUSTMENTS

Annual CPI

Any other provision of this Contract notwithstanding, beginning on January 1st, ~~2014~~ **2019** and continuing on January 1st of each succeeding year during the term of this Contract, the rate schedule and fees charged by Contractor for refuse service in the City (collectively, the "Rates") shall be adjusted **plus or minus (+ or -)**, according to the change in the United States Department of Labor's published Consumer Price Index – All Urban Consumers (Dallas – Fort Worth, TX). Such adjustment shall not exceed 3%, **plus or minus (+ or -)**, annually. The Rates will be adjusted using the most recent March index value compared to the preceding year's March index value. Contractor shall provide City with notice of changes by the June 1st preceding the effective date of the increase.

Rate Adjustment Petition

In addition to the above noted Annual CPI Adjustment allowance, the Contractor may petition the City for rate adjustments occasioned by extraordinary events, on the basis of

unusual changes in Contractors cost of operations, including, but not limited to new, amended, or revised laws, ordinances, or regulations of governmental entities, which requests shall not be unreasonably denied.

SECTION II:**GENERAL SPECIFICATIONS****1.00 DEFINITIONS**

- 1.01 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.02 Bin (Residential Recycling): See Recycling Container.
- 1.03 Bulky Wastes: Stoves, water tanks, washing machines, furniture, construction debris (generated from the Residential Unit only) and other waste materials other than dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for bins or polycarts, as the case may be.
- 1.04 Bundle: Tree, shrub and brush trimmings, or newspapers and magazines, securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 50 lbs. in weight.
- 1.05 City: The City of Marshall
- 1.06 Commercial and Industrial Refuse: All bulky waste, construction debris, garbage, rubbish and stable matter generated by a Customer at a Commercial and Industrial Unit.
- 1.07 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).
- 1.08 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one cubic yard of refuse per week.
- 1.09 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.10 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of recyclable materials delivered by Contractor.
- 1.11 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.12 Contract Documents: The Request for Proposals, Instruction to Proponents, Contractor's Proposal, General Specifications, Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor.
- 1.13 Contractor: The person, corporation, or partnership performing services under this Contract.
- 1.14 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates refuse.

- 1.15 Dead Animals: Animals or portions thereof, equal to or greater than ten (10) pounds in weight, that have expired from any cause except those slaughtered or killed for human use.
- 1.16 Disposal Site: A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies; having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse and dead animals.
- 1.17 Franchise Fee: A local use or access fee of 10%, paid by the Contractor to the City, to guarantee to the Contractor the exclusive right to do business or to provide specific services within the City.
- 1.18 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 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.
- 1.19 Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency, or appropriate State agency, by or pursuant to Federal or State law; or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, paint, and paint cans.
- 1.20 Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 1.21 Polycart/Rolling Cart (alternate proposal): A wheeled receptacle, with a maximum capacity of 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.
- 1.22 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 bottles, aluminum cans, and metal (tin) cans.
- 1.23 Recycling Container (base proposal): An 18-gallon open top hand-held plastic container (bin).
- Recycling Container (alternate proposal): A wheeled receptacle, with a maximum capacity of 96 gallons, constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated curbside collection of recycling commodities, and having a tight fitting lid capable of preventing entrance into the container by small animals. It shall be different in color than the Polycart. The weight of a Recycling container and its contents shall not exceed 175 lbs. Recycling container will be provided to each

- Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.24 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.
- 1.25 Residential Refuse: All garbage and rubbish generated by a Customer at a Residential Unit.
- 1.26 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.
- 1.27 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.
- 1.28 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.
- 1.29 Overflow: All garbage generated at a Residential Unit that does not fit inside the Residential Unit's polycart(s) with the lid(s) closed (alternate proposal).
- 1.30 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.
- 1.31 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.32 Compactable Waste: Items that can be crushed under the weight of compaction equipment.

2.00 TYPES OF COLLECTION

- 2.01 Residential Refuse Collection and Residential Recycling (base proposal): Curbside at the premises of residential accounts held by the City, and served by the Contractor. Refuse collection shall occur a minimum of twice weekly with curbside bag and/or container services; and recycling service collection shall occur a minimum of once weekly (curbside plastic bin and/or container service on Wednesday of each week).

Residential Collection and Residential Recycling (alternate proposal): Curbside at the premises of residential accounts held by the City, and served by the Contractor. Refuse collection shall occur a minimum of once weekly with contractor furnished 96-gallon

rolling cart service; and recycling service collection shall occur a minimum of once weekly (curbside plastic bin and/or container service on Wednesday of each week).

~~Residential Recycling (base proposal): At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly curbside plastic bin container service on Thursday each week.~~

~~Residential Recycling (alternate proposal): At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly 95 gallon cart service.~~

*Disabled household - contractor shall provide a residential unit where all occupants are physically disabled or mobility impaired, with backdoor refuse and recycling service, at no extra charge to the City or the resident(s), provided that a disability, impairment, or lack of mobility statement is provided by an attending physician.

**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.

2.02 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once per week, or more, to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete or hard surface pad to accommodate equipment. Contractor and customer shall jointly be responsible for determining desired location of dumpsters. Contractor, or the City, will not be responsible for drive or pad damage due to faulty or insufficient access to the dumpster. If necessary, the City shall make the final determination of acceptable dumpster pads, locations, and screening.

2.03 Brush/Bulk Wastes Collection (base proposal): In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles weekly on Thursdays, 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 – **ON A TWO DAY PRIOR NOTICE CALL-IN BASIS ONLY.**

~~Brush/Bulk Wastes Collection (alternate proposal): In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles twice a month (first and third Thursdays) 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.~~

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Residential collection of solid waste and recycling shall **NOT** begin **no any** earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Commercial service shall **NOT** begin **no any** earlier than ~~7:00~~ **6:00** a.m. and shall generally not extend beyond 7:00 p.m. No residential collection or commercial service shall be made on 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 Contractor shall be provided route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
 Memorial 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. Contractor, at its sole expense, shall post public notice of an approaching holiday and its revised pick-up schedule with the local media and social media at least three (3) calendar days prior to a holiday.**

- 3.05 Complaints: At a minimum, the customer complaint program provided by the Contractor shall provide that a customer complaint shall be addressed within 24 hours of receipt of such complaint and be promptly resolved. Contractor shall collect any missed pickups of residential refuse the same business day that Contractor is notified by 2:00 p.m. If Contractor is notified after 2:00 p.m., then Contractor shall collect any missed pickups no later than 12:00 p.m. the following business day.

Contractor must maintain a local or toll free phone number for customer complaints and shall be answered between the hours of 8:00 am until 5:00 pm during Contractor's regular working hours.

- 3.06 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. **If any spillage does occur, the Contractor will be responsible for cleaning up the spill or debris within 24 hours to the satisfaction of the City.**

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. The Contractor will utilize lighter-capacity, single-axle automated collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment. **The City of Marshall has not previously designated any street or routes that require use of single-axle trucks and does not anticipate a requirement for use of single-axle trucks as part of this RFP process; we do, however, reserve the right to coordinate the use of single-axle trucks with the Contractor to reduce damage to specific routes or roads if the need arises in the future.** 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 preventive maintenance program. The City may inspect Contractor's 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.
- 3.07 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary Landfill operated in compliance with rules stipulated by the ~~TNRCC~~ TCEQ and/or the US-EPA.
- 3.08 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 properly 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 customer's refuse or require the customer to utilize a commercial container with a larger capacity. The Contractor shall be compensated for such additional services.
- 3.09 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, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.10 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. Contractor shall also not be obligated to pick up tires, automobile/vehicle batteries, petroleum products, paints and other chemicals, and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.11 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 Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits required by law.

5.00 INDEMNITY

CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS INCIDENTAL TO ANY WORK OF THE CONTRACTOR. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT OR ANY OTHER CONDUCT WHATSOEVER OF CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS. THE INDEMNITY HEREIN IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, OR ANY OTHER CONDUCT WHATSOEVER BY THE CITY, ITS OFFICERS AND EMPLOYEES.

Contractor will initial here to acknowledge the above indemnity clause:

6.00 CITY'S REMEDY UNDER PERFORMANCE BOND

In addition to the provisions under Section 13.00, the City shall have as one of its remedies for Contractor's breach of contract or failure to perform under this Contract, the option to make demand under the terms of the Performance Bond. The City shall retain all other legal and equitable remedies.

7.00 ADJUDICATION AND NOTICE PROCEDURES

- a) Contractor must deliver written notice to City within three (3) days of any act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City.
- b) Contractor must also deliver within 25 days of any such act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City, a detailed written specification of such claim, dispute or controversy and the particular alleged damages associated with such claim, dispute or controversy with supporting documentation.
- c) After these notices are made by Contractor, the parties agree to attempt to resolve the claim, dispute or controversy by mediation with a mediator selected by the City. Mediation shall occur within 30 days of the 25 day notice, and the costs of mediation will be shared equally by the parties.

- d) Strict adherence to these adjudication and notice requirements shall be a condition precedent to Contractor filing suit for any cause of action which has as its basis any such act, occurrence or event giving rise to any claim, dispute or controversy between Contractor and City. The failure by Contractor to follow the adjudication and notice procedures precisely as set forth in this provision shall act and operate as a waiver and complete bar to any recovery for such claim, dispute or controversy, and the Contractor shall not be entitled to any damages regarding such claim, dispute or controversy.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract, or any right accruing under the Contract, shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the assignment, the assignee shall assume the liability of the Contractor. Any proposed assignee Contractor under the Contract must meet the same requirements and guidelines as set forth in Section I regarding Contractor qualifications and disqualifications. The City reserves the right to determine the competence and responsibility of any proposed assignee Contractor.

9.00 OWNERSHIP

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

10.00 COMMERCIAL BILLING

The City shall bill the Commercial Units, and shall pay the Contractor on a monthly basis. Such remittance shall be delivered by the City to the Contractor by the 10th day of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered. The City will deduct monthly a 10% franchise fee from the monthly billing submitted by the Contractor. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes.

11.00 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. 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.

12.00 TERMINATION FOR CAUSE

If, at any time, Contractor shall fail to perform terms, covenants or conditions herein set forth, City may terminate the Contract upon 60-days written notice to Contractor.

13.00 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:

City of Marshall
401 South Alamo Street
Marshall, TX 75671
Attn: Public Services Director

If to the Contractor, at:

ATTN: _____
(Title)

14.00 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.

15.00 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.



**SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

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. Any franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. One rate will then be 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 and Residential Recyclable Materials Collection & Processing for the City of Marshall, 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:

- ✓ *The Base RFP requests a proposal for our "existing residential and commercial hand-load service," being bagged curbside service and 18 gallon bins for recycling; five (5) year initial period.*
- ✓ *The Alternate RFP requests a proposal for 96 gallon rolling carts for residential and commercial solid waste and recycling cart service; Seven (7) year initial period.*
- ✓ *Proposers are encouraged to offer alternate proposals for cost savings and/or service enhancements as related to solid waste & recycling, and education efforts.*
- ✓ *Proposer's prices must include all currently known state, federal, and/or landfill fees or permitted costs.*
- ✓

I. BASE RFP (Residential) – Initial five (5) year period:

- A. Hand Solid Waste & Recycling Collection
Curbside bag service – City Resident (non-automated)**
Twice per week Residential Collection
Once per week Brush/Bulky Collection \$ _____ /Monthly Per Unit
- B. Recyclable Materials Collection & Processing**
Once per week collection, handheld bins \$ included in above rates
- C. Solid Waste Removal Service at:**
City Hall, Community Centers, Fire Stations,
Service Center, and other municipal facilities & parks \$ No Charge
- D. Roll off containers – minimum of six (6) events**
City of Marshall's special events & quarterly clean-ups;
we estimate that we will annually need approximately
35 to 40 of the 30-yard containers for special events at
"NO CHARGE." \$ No Charge

- E. **Electronic Recycling Center at Convenience Station** \$ No Charge
- F. **Bulk Recycling Center at Convenience Station** \$ No Charge
- G. **Annual recycling mail-out to utility customers** \$ No Charge
- H. **Semi-Annual 3rd grade recycling education class** \$ No Charge
- I. **Annual donation to City for use in litter abatement** \$ 6,000
- J. **Annual donation to City for use in housing demolitions** \$ 15,000

IA. ALTERNATE RFP (Residential) – Initial seven (7) year period:

- A. **Automated Solid Waste & Recycling Collection - Residential**
 96 gallon rolling cart – City Resident
 Once per week Residential Collection
 Once per week Brush/Bulky Collection \$ _____ /Monthly Per Unit
- B. **Recyclable Materials Collection & Processing**
 Per Unit Per Month
 Once per week collection, 96 gallon rolling cart \$ included in above rates
- C. **Solid Waste Removal Service at:**
 City Hall, Community Centers, Fire Stations,
 Service Center, and other municipal facilities & parks \$ No Charge
- D. **Roll off containers – minimum of six (6) events**
 City of Marshall's special events & quarterly clean-ups;
 we estimate that we will annually need approximately
 35 to 40 of the 30-yard containers for special events at
 "NO CHARGE." \$ No Charge
- E. **Electronic Recycling Center at Convenience Station** \$ No Charge
- F. **Bulk Recycling Center at Convenience Station** \$ No Charge
- G. **Annual recycling mail-out to utility customers** \$ No Charge
- H. **Semi-Annual 3rd grade recycling education class** \$ No Charge
- I. **Annual donation to City for use in litter abatement** \$ 6,000
- J. **Annual donation to City for use in housing demolitions** \$ 15,000

II. BASE RFP - COMMERCIAL HANDLOAD RATE SCHEDULE

Curbside bag service – Non-automated

- A. **Five (5) bags or less – twice per week**
 Commercial Hand Collection \$ _____ /Monthly Per Unit
- B. **Downtown Five (5) bags or less – five (5) times per week**
 Commercial Hand Collection \$ _____ /Monthly Per Unit

IIA. ALTERNATE RFP - COMMERCIAL CART RATE SCHEDULE

Rolling cart service – Automated (For business with less than two (2) yards of trash per week)

- A. One Cart – Twice per week \$ _____/Monthly Per Unit
- B. Two Carts – Twice per week \$ _____/Monthly Per Unit
- C. Cart Service Downtown – five (5) times per week \$ _____/Monthly Per Unit
 South of Grand Avenue;
 West of Lafayette Street;
 North of Bowie Street;
 East of Franklin Street

III. BASE RFP (and Alternate) - Front Load Containers Rates

COMMERCIAL CONTAINERIZED:

Size/Freq	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	Extra p/u
2 yd	\$	\$	\$	\$	\$	N/A	\$
3 yd	\$	\$	\$	\$	\$	N/A	\$
4 yd	\$	\$	\$	\$	\$	\$	\$
6 yd	\$	\$	\$	\$	\$	\$	\$
8 yd	\$	\$	\$	\$	\$	\$	\$

IV. BASE RFP (and Alternate) - Roll Off Containers and Compactor:

Commercial Roll Off:

SIZE	RENTAL/MONTH	PER HAUL
20 YD OPEN TOP	\$	\$
30 YD OPEN TOP	\$	\$
40 YD OPEN TOP	\$	\$
42 YD COMPACTOR	Negotiable	\$

Delivery and Exchange Cost \$ _____

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF MARSHALL FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP: _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

____ INDIVIDUAL; ____ PARTNERSHIP; ____ CORPORATION; ____ JOINT VENTURE

Firm's principal place of business is in the State of _____.

INITIAL THE BLANK BELOW THAT APPLIES TO THE BASE BID LISTED IN THIS REQUEST FOR PROPOSAL FOR SOLID WASTE:

_____ THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS CONTRACTOR ARE CONTINGENT UPON THE AWARD OF BOTH RESIDENTIAL AND COMMERCIAL ACCOUNTS AS ONE CONTRACT.

_____ THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS CONTRACTOR ARE **NOT** CONTINGENT UPON THE AWARD OF BOTH RESIDENTIAL AND COMMERCIAL ACCOUNTS AS ONE CONTRACT.

**CITY OF MARSHALL'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL/
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

CERTIFIED STATEMENT

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

Printed 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 the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2013.

Notary Public, State of Texas

Typed or Printed Name

My Commission Expires: _____

(seal)

**CITY OF MARSHALL'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL/
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

Exhibit A

Estimate of Services to be provided to the City at no charge.

DUMPSTERS – Number of pickups may vary seasonally.

NAME	LOCATION	SIZE	PICKUP
Animal Control Center	607 East End Blvd. South	6 cu. yd.	2x wk
City Arena	3310 Poplar Street	6 cu. yd.	1x wk
City Hall	401 South Alamo Street	3 cu. yd.	1x wk
City Hall Annex	303 West Burleson Street	6 cu. yd.	1x wk
City Park & Softball Field	615 Valleloma Street	(2) 6 cu. yd.	2x wk
City Pool/Boys & Girls Club	1311 Five Notch Road	3 cu. yd.	2x wk
Convention Center	2501 East End Blvd. South	6 cu. yd.	2x wk
Downtown Restroom	West Austin Street	6 cu. yd.	2x wk
Downtown City Trash Cans	Downtown District	Misc.	2x wk
Fire Station - Central	601 South Grove Street	3 cu. yd.	1x wk
Fire Station - Substation	101 Hughes Street	3 cu. yd.	1x wk
Fire Station - Substation	200 Indian Springs	3 cu. yd.	1x wk
Memorial City Hall Annex	110 East Houston (on Square)	6 cu. yd.	1x wk
Oak Lawn Golf Course	4307 Victory Drive - East	6 cu. yd.	1x wk
Park - Airport Park	1110 Warren Drive	6 cu. yd.	2x wk
Police Firing Range	Regency Road	3 cu. yd.	1x wk
Police Station	2101 East End Blvd. North	6 cu. yd.	1x wk
Public Library	300 South Alamo	3 cu. yd.	1x wk
Public Works/Water Utilities	1600 Starr Street	3 cu. yd.	2x wk
Visual Arts Center	208 East Burleson Street	3 cu. yd.	1x wk

ROLL-OFF CONTAINERS (Convenience – Brush – City Use)

NAME	LOCATION	SIZE	PICKUP
City Convenience Station	2300 Five Notch Road	30 cu. yd.	12 per yr.

Exhibit B**Number of Estimated Residential, Commercial and Industrial Units Serviced
As of 7/1/12**

TYPE OF SERVICE	APPROXIMATE # OF UNITS	COMMENTS
Residential	7,750	
Commercial Dumpsters	588	See detailed estimated dumpster inventory inserted herein below
Commercial Bag Service	TBD	
Commercial 40 yd Compactors	2	Marshall Mall (1) Marshall Pottery (1)

SOLID WASTE DUMPSTER SURVEY (ESTIMATED) JULY 2013

	1X per week	2X per week	3X per week	4X per week	5X per week	6X per week		Total
2 cu yd	130	23	1	2	0	0		156
3 cu yd	48	9	1	1	0	0		59
4 cu yd	54	16	3	1	1	1		76
5 cu yd	0	0	0	0	0	0		0
6 cu yd	53	28	14	2	2	1		100
7 cu yd	0	0	0	0	0	0		0
8 cu yd	69	57	26	24	11	10		197
Other	0	0	0	0	0	0		0
Total	354	133	45	30	14	12		588

EXHIBIT C

Specifications and Warranty Policy

For Residential Polycarts

Please use the following space for setting forth the specifications – color, size, capacity, manufacturing process, hardware, etc. – and the warranty of the residential rolling carts which will be provided with your service. Any attachments, pictures, or other documents relating to this exhibit should be marked “Exhibit “C.” The City of Marshall reserves the right to examine and approve or deny type container(s).

EXHIBIT D

Customer Service / Customer Satisfaction Policy

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available.