



---

**City of Conroe, Texas  
Request for Proposals  
Solid Waste & Recycling Management Services**

**RFP #0606-2024**

**Due Date**

**June 6, 2024 @ 2:00 PM**

**Pre-Proposal Meeting**

**Wednesday, May 15, 2024 @ 9:00 AM City Council  
Chambers**

**300 West Davis Street Conroe,  
Texas 77301**

## NOTICE FOR COMPETITIVE SEALED PROPOSALS

The City of Conroe will receive Competitive Sealed Proposals, delivered manually, nine (9) copies including one (1) electronic copy for the RFP 0606-2024 Solid Waste and Recycling Management Services, located in Montgomery County, Texas. The RFPs shall be appropriately marked "0606-2024 Solid Waste and Recycling Management Services" and delivered to the City Secretary, 300 West Davis, 3<sup>rd</sup> Floor, Conroe Texas 77301 no later than 2:00 PM on June 6, 2024. Any bid responses received late will be returned unopened to the vendor.

A **Non-Mandatory Pre-Bid Conference** will be held on **WEDNESDAY, MAY 15, 2024** at **9:00 a.m.** Bids are due on **THURSDAY, JUNE 6, 2024** at **2:00 p.m.** at which time they will be publicly opened and read aloud in the Conroe Tower - City Hall, Council Chambers, 300 West Davis, Conroe Texas. Bids received after the specified time and date will be returned unopened.

CSP's must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

Specifications and RFP documents may be reviewed and downloaded online at Vendor Registry [www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities](http://www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities) Questions concerning this bid shall also be submitted on Vendor Registry.

No RFP may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to Local Government Code the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the RFP that offers the best value to the City considering the selection criteria and weighted value set forth in the request for proposals and the ranking evaluation of the proposals received. The City reserves the right to reject any and all RFPs, award parts of bids and to waive informalities in submission of RFPs.

CC: April 28, 2024

May 6, 2024

**CITY OF CONROE, TEXAS**

**CITY OF CONROE - RFP# 0606-2024  
SOLID WASTE & RECYCLING MANAGEMENT SERVICES**

**TABLE OF CONTENTS**

**GENERAL CONTRACT DOCUMENTS**

Bid Requirements, Contract Forms and Conditions of the Contract

Section 1	General Information Concerning the Project - Pg. 1-5
Section 2	Scope and Service Specifications - Pg. 5-9
Section 3	Required Forms/Response Requirements/Pricing - Pg. 9-27
Section 4	Additional Terms/Conditions/Clauses - Pg. 28-43
Section 5	Contractor Responsibility – Pg. 43
Section 6	Definitions – Pg. 44-47
Section 7	Evaluation and Award Criteria Pg. 47-48
Section 8	Collection Equipment – Pg. 48-51
Section 9	Transition – Pg. 51
Section 10	Communication and Meetings – Pg. 51-53
Section 11	Reporting – Pg. 53-55
Section 12	Compensation – Pg. 55-56
Section 13	Attachments

## **NOTICE TO PROPOSERS**

Sealed proposals will be received by the City of Conroe, Finance Department, at the 3<sup>rd</sup> Floor Conference Room, City Hall, 300 West Davis, Conroe, Texas 77301 until 2:00 p.m. on the 6<sup>th</sup> day of June, 2024, at which time proposals duly delivered and submitted will be considered for the following:

### **SOLID WASTE & RECYCLING MANAGEMENT SERVICES RFP #0606-2024**

#### **Section 1 General Information Concerning the Project**

##### **Section 1.1 Project Overview**

The City intends to engage the Contractor to collect, dispose and process Solid Waste, Garbage, Bulky and Brush Waste and Recyclable Materials subject to the actual award of services, from all single-family homes, small commercial businesses, and City Facilities. Additionally, the Contractor will collect Solid Waste, Garbage, Bulk and Brush and/or Recyclables from City Facilities and Special Events as described in the specifications. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications, and shall be charged as described for services provided in the Contract. Large commercial and industrial customers are not included in this contract and such customers may choose any private firm for the collection, transportation, processing, and/or disposal of solid waste and recyclable materials. Remodeling related materials like roofing, carpeting and similar materials are not included in this scope of work. Differing levels of service for Garbage, Recyclables, Brush and Bulk Waste may be required for Structures specified in the Contract including: Single Family Residential Units, Small Commercial and City Facilities.

The following table is an estimate of the quantity of accounts to be serviced:

Residential One Polycart Service	25,376	Commercial One Polycart Service	406
Residential Two Polycart Service	1,367	Commercial Two Polycart Service	88
Residential Three Polycart Service	128	Commercial Three Polycart Service	46
Residential Four Polycart Service	48	Commercial Four Polycart Service	21
Commercial Multi Family Carts	1,008	Commercial Five Polycart Service	8

The Contractor must demonstrate that collected Recyclables are processed for resell for use in marketable products.

##### **Section 1.2 Delivery of Proposals**

Submit electronically through Vendor Registry or deliver one original and nine copies, including an electronic copy, to the City Secretary's Office

Contact: City Secretary

300 West Davis, 3rd Floor  
Conroe, TX. 77301

Any proposal received and time stamped after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. One original (so marked) and nine (9) copies of the proposal and a flash drive with an electronic copy of the proposal in searchable pdf format should be submitted in a sealed box. The outside of the box should be clearly marked "Solid Waste & Recycling Management Services Proposal" and include the proposer's name, contact person, address, telephone number, e-mail address and attention Mr. Karl Brosch, Utility Billing Manager.

A Proposer who submits a Proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer. The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code, without qualification, including, but not limited to the following:

- Select best value proposal.
- Waive any formality, technicality or irregularity in proposals received.
- Reject any proposals which are not legible, not complete or contain irregularities.
- Reject any proposals not received on or before the due date and time specified.
- Obtain clarification from proposers concerning proposals.

In order for your submission to be considered eligible, you must complete the following:

- The Proposal must be properly completed and contain ALL of the required information;
- All Forms must be completed in their entirety and or expanded onto additional pages when necessary. References to Company brochures and flyers will not be acceptable as an answer.
- The Proposal shall be organized into tabbed sections in the required order.
- The Proposal must be signed by an authorized contracting agent of your company;
- The Proposal must be turned in in its entirety with each page initialed by the contractor; and,
- **The Proposal shall be filed in a sealed box containing one original and nine (9) copies, with the City of Conroe City Secretary, 300 West Davis Street no later than 2:00 PM on June 6, 2024.**

### **Section 1.3 Required Format of the Proposal**

Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:

1. **Proposal Coversheet/Acknowledgment of Addendum(s)** signed and dated by the authorized Contractor/Proposer
2. **Declaration**
3. **Proposal Bond**
4. **Form 1295 Certificate of Interested Parties**
5. **Power of Attorney (if necessary)**
6. **Proposal Form 1 - Past Experience and experience of Contractor**
7. **Proposal Form 2 - Financial Questions**

8. Proposal Form 3 - Facilities (includes Form 3-A)
9. Proposal Form 4 - Experience of Personnel
10. Proposal Form 5 - Equipment
11. Proposal Form 6 - Operational Plan
12. Proposal Form 7 - Household Hazardous Waste Plan
13. Proposal Form 8 - Annual Document/Paper Shredding and Recycling Event
14. Proposal Form 9 – Education and Outreach
15. Statement of Compliance – Proposed Alternatives, Exceptions, or Modifications to the RFP
16. Brochures, Flyers, Promotional Materials

**Section 1.4 Schedule of Activities**

Friday April 26, 2024	RFP posted on Vendor Registry
Wednesday, May 15, 2024 9:00 AM	Pre-Proposal Conference, City Hall
Monday, May 27, 2024 5:00 PM	Deadline for questions
Thursday, June 6, 2024 2:00 PM	Sealed Proposals are due
Tuesday, July 9, 2024	Finalist interviews held
Tuesday, July 23, 2024	Proposers notified of recommended award
Tuesday, August 6, 2024	Council approval of finalist
Tuesday, August 13, 2024	Contract finalized
Thursday, August 22, 2024	Council approved award of contract
Wednesday, October 1, 2025	New contract begins

**Section 1.5 Pre-proposal Conference [This is a mandatory meeting for all vendors.](#)**

A mandatory pre-proposal conference will be conducted on Wednesday, May 15, 2024, at 9:00 am in the City Council Chambers of Conroe Tower, 300 West Davis Street. Any questions or concerns regarding the contents and requirements of this RFP will be discussed at the conference and appropriate addendums to the RFP will be considered. Responses to any RFP related question received following the conference will be answered and uploaded to Vendor Registry. The written summary of the conference and written responses to any RFP-related question received following the conference will be sent to all parties who attend the pre-proposal conference via e-mail through Vendor Registry. The summary of the conference and subsequent written responses will be considered an official addendum(s) to the Proposal documents. Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. Written questions post-conference will be received until May 16, 2024 @ 5:00 PM.

The City of Conroe Tower is wheelchair accessible.

**Section 1.6 Proposer Contact with the City**

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, the following requirements will be enforced during the proposal process:

- All requests for information will be made either at the pre-proposal conference or vendor Registry. Answers to all information pertinent requests will be uploaded to Vendor Registry and will become part of an addendum.
- No direct contact with or lobbying of City Administration, members of the RFP evaluation committee or the City Council will be permitted during the RFP process.
- No gifts, lunches or other gratuities will be accepted by the city.

### **Section 1.7 Information Contained in the RFP**

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide solid waste collection and disposal services, including recycling, to the City's residential and small commercial customers and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy of completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services.

### **Section 1.8 Conditions of Work**

Proposers are expected to be fully informed of buildings, locations and working conditions under which the services will be performed, and to have thoroughly reviewed this RFP and specifications. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

### **Section 1.9 Schedule or Other Addendums to the RFP**

Schedule changes or other addendums to the RFP will be published in Vendor registry. The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve the proposer from any obligation with regard to their response to this invitation.

### **Section 1.10 Proposal Content Contractual**

Information contained in the winning proposal will be used as the basis for the resulting contractual agreements.

### **Section 1.11 Termination**

This agreement may be terminated at any time by mutual consent of both parties. This agreement may be unilaterally terminated by the City if a material breach of the Contract requirements shall continue un-remedied following thirty (30) days after the date of written notice to the opposite party stating the nature of such material breach and demanding remedial action.

## **Section 2 – Scope and Service Specifications**

### **Section 2.1 Alternatives to the Required Specification**

1. Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit the City through increased service or reduced costs, they should propose the innovative service as an alternative to the base service, so that the City may determine the best option. The description of the alternative service should be provided under **Tab 18 of the proposal submission.**

### **Section 2.2 Exclusive Collection Area**

With the exception of Utility Districts #3 & #4 in the City limits, the Contractor shall have the exclusive right to provide all residential and small commercial collection services called for in this RFP within the boundaries of the City of Conroe, hereinafter referred to as the Collection Area. **See Appendix B.**

The Collection areas may be adjusted by the City as annexation, disannexation, or new development occurs within the City or downtown business district.

### **Section 2.3 Cart Placement for Collection**

As a general rule, residents are required to place their Polycarts next to the street for pickup. Exceptions include, but are not limited to, when the Structure has an alley or only a grass (unimproved) alley. Certain alleys are narrow and may require smaller collection vehicles than the Contractor might normally use. It is the City's intention to continue collection at the same location as the Structure has received in the past. Proposed Exceptions to this approach should be clearly stated and included **under Tab 18 in the Contractor's** proposal.

### **Section 2.4 Holiday Collection**

The Contractor shall not provide collection services on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday.

### **Section 2.5 Hours of Collection**

Collection of solid waste and recyclable materials, garbage, brush, and bulky items shall not start before 7:00 am or continue after 6:00pm on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

### **Section 2.6 Garbage Collection**

Collecting and disposing of solid waste in accordance with City Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's



operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractor's attempt to resolve the issue. The Contractor will send the Utility Billing Department a daily excel spreadsheet of all Polycarts (Trash, Recycle, Bulk) not serviced for any reason. The excel list will consist of street number, street name, cart number, and reason for not collecting the trash or recycle debris.

### **Section 2.7 Single Family Residential and Small Commercial Garbage Collection**

For collection of Solid Waste and Recyclable Materials, the Contractor shall service the City limits of Conroe, which is divided into five collection sectors. The dividing line between sectors, with days of collection, can be seen in the map **on Appendix B**. All collections shall be performed once per week, unless the City chooses the twice per week alternate. Within the City limits, the collection days shall adhere to the current schedule established by the City. All requested changes to routes or times of service must be approved by the City before implementing. All City approved changes made to Collections shall be from structures on a regular schedule on the same day and approximately the same time each week. The Contractor is required to notify the Utility Billing Manager of any down or open routes on the same service day. The Contractor must send daily updates on completion schedule for all down routes by end of day.

### **Section 2.8 Recycling Collection and Conroe/Pct. 1 Recycle Facility**

The City requires a single stream recycling collection program for all Single Family Residential & Small Commercial units in the City limits. The City requires recycling to be provided by the Contractor at selected City facilities.

For collection of Recyclable Materials, the Contractor shall service the city limits of Conroe, with the exception of Utility Districts #3 & #4 in the City limits. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. The Conroe/Pct 1 Recycle Facility collections will be on an as needed basis. The Contractor must notify the Utility Billing Manager of any down or open routes on the same service day. The Contractor must send daily updates on completion schedule for all down routes by end of day.

### **Section 2.9 Brush and Bulky Waste Collections**

1. For collection of Single-Family Residential units, the Contractor shall service the City limits (except Utility Districts #3 & #4 in the City limits) which is divided into four collection sectors **(refer to Appendix C)**. All Single-Family Residential Brush and Bulky Waste collections shall be performed either monthly or bi-monthly (once or twice per month) depending on the alternate selected by the City. Within the City limits, the collection days shall adhere to the current schedule established by the City.
2. A minimum of 2 yards of Brush and Bulk waste per residence will be collected by the Contractor. The Contractor may opt to use a Composting Facility for the disposition of Brush; however, the City will not place additional or special requirements on residents to separate or prepare Brush for this purpose.
3. Any special requirements, such as bundling or bagging, must be noted as exceptions.
4. Collecting and disposing of brush and bulky items in accordance with City Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with

customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractors attempt to resolve the issue.

5. The Contractor will send the City's Utility Billing Department a daily excel spreadsheet of all Bulk loads not serviced for any reason. The excel list will consist of street number, street name, Cart number, and reason for not collecting the bulk material.

### **Section 2.10 City Facilities, Special Requests and Events**

City accounts are divided into two categories:

- 1) normal scheduled service at predetermined locations;
- 2) as needed services for seasonal activities, special projects, or Conroe/Pct. 1 Recycle Facility. Appendix A contains the listing of current services required.
  - a. **City Facilities** - The Contractor shall collect Solid Waste, Garbage and Recyclables from Polycarts and Detachable Containers at those City Facilities included in the RFP at the frequency and day(s) specified by the City, Monday through Saturday. The City has supplied information regarding Structures receiving Polycart and Detachable Container service, the number and size of the Containers and the collection frequency in **Appendix A**.
  - b. **Removal of Illicit and Illegal Dumping on City Property** - The City will occasionally have Garbage, appliances, bulky waste, or other solid waste illegally dumped on City property such as greenbelts, parks, medians or rights of way. The Contractor shall pick up and dispose of such materials at no charge. The City will be responsible for notifying Contractor, and Contractor will have up to 2 business days to complete the task.
  - c. **City Sponsored Events** - The Contractor will provide Garbage and/or Recycling Collection services for all City-sponsored events/festivals. The Contractor will be responsible for delivery, pick up and disposal. The City will provide a two- week notification to the Contractor to schedule such events. The Contractor will provide the City up to 300 outdoor trash containers per year for events.
  - d. **City Sponsored Paper Shred and Recycling Event** - The Contractor will provide support for the City's annual document/paper shredding and recycling event. Each year on a Saturday in April, the City hosts a document/paper shredding event for residential customers. The event also includes used oil, tires, used metals, paint, and battery recycling. The event is coordinated with the City's Solid Waste Contractor, and it is hosted currently at the Dean Towery Public Works Service Center.
  - e. **City of Conroe / North Montgomery County Pct. 1 Recycle Facility** - The Contractor will provide recycling/trash service on an as needed basis for the duration of this contract. The Contractor will be responsible for the delivery, pickup, and disposal. All fees for this facility will be billed to and paid by Montgomery County Pct. 1.

**Section 2.11 Downtown Collection Services**

The City of Conroe Downtown Alley Beautification Project is part of an ongoing effort to revitalize and modernize Downtown Conroe, ensuring it remains a vibrant and attractive destination. By bringing power and telecommunications lines underground and rehabilitating public utilities, the City is laying the groundwork for a remarkable place to visit. The project is paving select alleys with bricks to enhance the unique character of the downtown experience. The City is currently proposing to engage with consultants to help with planning multiple options collecting trash/recycle in the designated downtown district. The Contractor will provide service to the designated Downtown Business District.

**Section 3 - Required Forms/ Response Requirements/ Pricing**

**Section 3.1 - Acknowledgment of Addendum(s)**

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum #1 – Name _____	Date _____
Addendum #2 – Name _____	Date _____
Addendum #3 – Name _____	Date _____
Addendum #4 – Name _____	Date _____
Addendum #5 – Name _____	Date _____

**Section 3.2 Declaration**

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Conroe RFP – Solid Waste & Recycling Management Services except for the items listed **under Tab 18 of the submitted proposal.**

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.

Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.

The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

\_\_\_\_\_  
Firm/Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Submittal Date

**Section 3.3 - Proposal Bond**

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above proposal, and he further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this proposal is a Certified Check for Twenty-five thousand Dollars (\$25,000.00) or a Proposal Bond in the sum of (\$25,000) which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within one hundred eighty (180) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within one hundred eighty (180) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

\_\_\_\_\_  
Contractor (Firm Name

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

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

(President/Vice-President)

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

### **Section 3.4 - Form 1295 Certificate of Interested Parties**

This form MUST be returned as part of your bid response. Failure to include the form may result in your bid being considered unresponsive and therefore disqualified. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:

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

### **Section 3.5 Proposal Form 1 – Past Performance**

**(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)**

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste and recyclables?
3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?
4. Describe in detail the circumstances and parties involved in any matter described above.
5. Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the past five (5) years? If so, describe the parties, docket number, nature and present status of any proceedings described above.
6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceedings.
7. Proposer acknowledges that the responses to this questionnaire are material and important in determining responsive and responsible proposers and further, that any omissions may result in the rejection of any such proposal.

Indicate your acknowledgement Yes \_\_\_\_\_ No \_\_\_\_\_

8. Identify any and all subcontractors proposed to be used in this contract. Provide the name, location and contact information for each subcontractor.

9. Explain what services will be provided by each subcontractor.

**Section 3.6 Proposal Form 2 - Experience of Contractor/ Current or Recent Past Projects**

Municipality/Contact	Address	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract	# Of Accounts

**Section 3.7 – Proposal Form 3 – Financial Qualifications**

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

1. Briefly describe in narrative format the company’s financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion.
  
2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.

**Section 3.8 - Form 4 – Facilities**

Identification and location of the processing and disposal companies

List the name, location and distance from the City of Conroe of the facilities proposed for use in providing the services specified in the RFP.

<b>Disposal Facility(ies):</b>	<b>Location:</b>	<b>Distance from City Center in Miles:</b>
<b>Recycling Facility(ies):</b>	<b>Location:</b>	<b>Distance from City Center in Miles:</b>
<b>Yard Waste Composting Facility(ies): (if proposed)</b>	<b>Location:</b>	<b>Distance from City Center in Miles:</b>

**3.8 Form 4A – Certificate of Recycling Facility**

**Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.**

I acknowledge that

(Name of Firm/Facility) shall be responsible for processing Recyclables collected by \_\_\_\_\_

\_\_\_\_\_ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of \_\_\_\_\_

(Name of Firm/Facility) is capable of accepting the following materials for single stream recycling: Plastic - Numbers 1, 2, 3, 4, 5, and 7; Glass - All colors of glass bottles; Metal - All metal (tin/aluminum) food and beverage cans; Newspapers, Catalogs, Magazines, Junk mail, Cardboard and Mixed Household Paper.

I certify that the processing system of \_\_\_\_\_  
 (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected.

I agree that the City may visit and inspect \_\_\_\_\_  
 (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box:  Corporation  Partnership  
 Sole Proprietor  Unincorporated

Include either  Social Security  Federal Tax Identification Number:

Name of Firm	Phone
Address	E-mail
Type or Print Name and Title of Officer or Authorized Representative	<b>Attest:</b>
Signature of Officer or Authorized Representative	<b>Corporate Seal</b>
Date:	

**Section 3.9 - Form 5 - Experience of Personnel**

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified; additional sheets may be attached to the form with a maximum of two extra pages per person. (General Manager, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract.

List Key Personnel Below

Name	Position/Title	Subcontractor(Y/N)




2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City must be notified immediately of any changes to this information. Provide all of the following information.

**Contractor's Primary Contact Person for Contract Implementation**

Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Direct Phone Line: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

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

**Circle or note the one that is the preferred method of communication**

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

2A Describe the individual's direct experience in planning and implementing residential solid waste, and recycling collection, processing, and marketing programs.

2B. List the individual's industry training and/or certifications attained.

2C Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of solid waste, and recyclables, either for a municipality or other government entity.

2D Describe the individual's experience in hiring, training and managing the work force necessary to do the work.

3. How does the Contractor deal with replacing key personnel who leave?

4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of work days and hours for each category anticipated for successful implementation of the contract. (include and identify subcontractors) (Example, drivers, helpers, customer service, billing, mechanics, etc.)

5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the City's Contract.

6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
  
  
  
  
  
  
  
  
  
  
7. Describe in detail the Contractor's and Subcontractor's employee/driver training program. Use additional sheets or attachments, if necessary.
  
  
  
  
  
  
  
  
  
  
8. What steps will the Contractor and Subcontractors take to teach staff the specific requirements of this Contract? Please provide details by category of personnel.

### **Section 3.10 – Form 6 – Equipment**

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. List the Vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned; if on site at the hauler's location; the license numbers and any company vehicle id #; and the date of delivery if not currently owned or on site. If necessary, include an additional page for the equipment of each subcontractor. The information provided on this form demonstrates the Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle ID#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating the Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form.

<b>Service Type</b>	<b>Chassis Make Model (Year)</b>	<b>Body Make Model (Year)</b>	<b>Now Owned</b>	<b>Now On Site</b>	<b>Motor Vehicle Bureau MVB Tags/ Company ID#</b>	<b>Anticipated Delivery Date</b>
<b>Solid Waste</b>						
<b>Recycle</b>						
<b>Yard Waste</b>						
<b>Bulk Items</b>						

2. State Contractor's/Subcontractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom. The Proposer may provide a copy of their policy/procedure as an alternative.



newsprint and magazines, corrugated cardboard, box board, paper books, and all mixed paper as well. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of recyclables. **SEE APPENDIX D & F**

3. Describe the Contractor's proposed method of monthly or bimonthly (once or twice per month) collection for Brush and Bulk and the benefits of that approach. (Disaster events will be covered in a separate section.)
4. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the City.
5. Explain how Contractor will deal with issues such as missed pick-ups, blocked carts/containers, contamination or excess waste.
6. Describe Contractor's procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections. Describe Contractor's plans to keep route maps current with City growth.
7. Describe Contractor's plans to maintain recycle information molded into the lid of each recycle polycart. **SEE APPENDIX D**
8. Describe in detail the Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events: spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.
9. Describe in detail the Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement and regulatory agencies, emergency response teams, etc.
10. Provide a detailed environmental regulatory compliance history for the past five years. If

the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc. operating within the State of Texas must be made available upon request of the City. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

11. Give an explanation 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 on a daily basis.
12. Please include three (3) municipal customers with contact name, phone number, & e-mail address as references
13. Provide a detailed explanation on how you would service the Conroe\Pct. 1 Recycle Facility located at 142 W. Wally Wilkerson Parkway. The Conroe/Pct 1 Recycle Facility collects the following items:
  - A. Mixed Paper/Office Paper/Junk Main
  - B. Card Board
  - C. Plastics with Symbols 1,2,3,4,5,7The material is separated, dry, loose, and not bagged. The Conroe/Pct. 1 Recycle Facility will be responsible for contacting the Contractor for hauling needs. The Contractor shall provide service to the Conroe/Pct. 1 Recycle Facility within three days of notice. The Contractor shall not charge daily rental fees for any containers left on the Conroe/Pct1 Recycle Facility premises. North Montgomery County Pct. 1 will be solely responsible for the payment of all invoices for this facility.

### **Section 3.12 – Form 8 – Household Hazardous Waste Program**

1. Describe in detail any programs or events offered to customers for the disposal of Household Hazardous Waste, which includes, but is not limited to, cleaners, cooking oils, chemicals, herbicides, pesticides, fertilizers, paints, solvents, and varnishes.

### **Section 3.13 - Form 9 - Annual Document/Paper Shredding and Recycling Event**

1. Each year on a Saturday in April, the City hosts a document/paper shredding event for residential customers. The event also includes recycling used oil, batteries, used tires, paint and scrap metals. The event is coordinated with the City's Solid Waste contractor, and it is hosted at the Dean Towery Public Works Service Center. Please describe how your company will support this yearly event. This event currently requires one (1) roll off 30-yard container and two (2) eight-yard containers for trash collected during the event. The Contractor is required to keep up with the City's container request depending on growth in this program.

**Section 3.14 – Form 10 - Education and Outreach**

1. Annually, the Contractor will provide an education and outreach program for solid waste collection and recycling services. Examples include mailing recycling marketing materials to encourage recycling. The Contractor will provide all educational flyers to the City quarterly for mailing and posting to the City website. The Contractor will also provide educational videos for the City website for training purposes. Please describe how your company will provide this educational information to the City, residences, and schools.

**3.15 - Form 11 – Pricing Rates and Services**

Rates for Residential & Small Commercial Solid Waste, Recycling and Bulk/Brush Collection Service

The proposal amount is for a Base Bid only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Request for Proposals for Solid Waste & Recycling Management Services for the City of Conroe, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

**Base Bid (Residential – Small Commercial – Conroe/Pct. 1 Recycle Facility)**

SERVICE	FREQUENCY	CONTAINER	PER UNIT RATE PER MONTH
Solid Waste Collection	Once a Week Collection	96 Gallon Polycart (See Appendix E)	\$ _____
Recycling Collection	Once a Week Collection	96 Gallon Polycart (See Appendix F)	Included
Brush Collection	Monthly (Once a Month) Collection	Customer container, no bundle restrictions, large item set out	Included
Bulk Collection	Monthly (Once a Month) Collection	Customer container, no bundle restrictions, large item set out	Included
Solid Waste Collection at Municipal Facilities	See Exhibit A	See Exhibit A	Included



Solid Waste Collection at Special Events	See Exhibit A	See Exhibit A	Included
Curbside Collection of Christmas Trees	Two times during a two-month period	Customer container, no bundle restrictions, large item set out	Included
Each additional Solid Waste Collection Polycart	Once a Week Collection	96 Gallon Polycart (See Appendix E)	\$ _____
Each additional Recycling Collection Polycart	Once a Week Collection	96 Gallon Polycart (See Appendix F)	Included
Special Trash and Recycle Collection for 100% disabled or sever mobility issues	Once a Week Collection	96 Gallon Polycart (See Appendix E & F)	Included
Bag Tags	As Needed	Extra Service Trash Bags	\$ _____
Solid Waste Small Commercial	Once a Week Collection	96 Gallon Polycart (See Appendix E)	\$ _____
Recycling Small Commercial	Once a Week Collection	96 Gallon Polycart (See Appendix F)	Included
Each additional Small Commercial Solid Waste Collection Polycart	Once a Week Collection	96 Gallon Polycart (See Appendix E)	\$ _____
Each additional Small Commercial Recycling Collection Polycart	Once a Week Collection	96 Gallon Polycart (See Appendix F)	Included

**Base Bid (Conroe/Pct. 1 Recycle Facility – 142 W. Wally Wilkerson)**

Plastic Recycling	As needed	Compactor Container	\$ _____
Cardboard Recycling	As needed	Compactor Container	\$ _____
Paper Recycling	As needed	Three (3) 30 yard Roll Off Containers – No Daily Storage Fees	\$ _____

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**ALTERNATE BID (Residential – Small Commercial – Conroe Pct. 1 Recycle Facility)**

SERVICE	FREQUENCY	CONTAINER	PER UNIT RATE PER MONTH
Solid Waste Collection	Twice a Week Collection	96 Gallon Polycart (See Appendix E)	\$_____
Recycling Collection	Twice a Week Collection	96 Gallon Polycart (See Appendix F)	Included
Brush Collection	Bimonthly (Twice a Month) Collection	Customer container, no bundle restrictions, large item set out	Included
Bulky Waste Collection	Bimonthly (Twice a Month) Collection	Customer container, no bundle restrictions, large item set out	Included
Solid Waste Collection at Municipal Facilities	See Exhibit A	See Exhibit A	Included
Solid Waste Collection at Special Events	See Exhibit A	See Exhibit A	Included
Curbside Collection of Christmas Trees	Two times during a two-month period	Customer container, no bundle restrictions, large item set out	Included
Each additional Solid Waste Collection Polycart	Twice a Week Collection	96 Gallon Polycart (See Appendix E)	\$_____
Each additional Recycling Collection Polycart	Twice a Week Collection	96 Gallon Polycart (See Appendix F)	Included
Special Trash and Recycle Collection for 100% disabled or sever mobility issues	Twice a Week Collection	90 – 96 Gallon Polycart (See Appendix E) & F)	Included Included
Bag Tags	As Needed	Extra Service Trash Bags	\$_____
Solid Waste Small Commercial	Twice a Week Collection	96 Gallon Polycart (See Appendix E)	\$_____
Recycling Small Commercial	Twice a Week Collection	96 Gallon Polycart (See Appendix F)	Included

Each additional Small Commercial Solid Waste Collection Polycart	Twice A Week Collection	96 Gallon Polycart (See Appendix E)	96 Gallon Polycart (See Appendix E)	96 Gallon Polycart (See Appendix E)
Each additional Small Commercial Recycling Collection Polycart	Twice a Week Collection	96 Gallon Polycart (See Appendix E)	96 Gallon Polycart (See Appendix E) Twice a Week Collection Included	96 Gallon Polycart (See Appendix E)

**ALTERNATE BID (Residential – Small Commercial – Recycle Facility)**

SERVICE	FREQUENCY	CONTAINER	PER UNIT RATE PER MONTH
Brush & Bulky Waste Collection	Once a Week Collection	Customer container, no bundle restrictions, large item set out	\$ _____

**Alternate Bid (Conroe Pct. 1 Recycle Facility) – (142 W. Wally Wilkerson)**

Plastic Recycling	As needed	Compactor Container	\$ _____
Cardboard Recycling	As needed	Compactor Container	\$ _____
Paper Recycling	As needed	Three (3) 30 yard Roll Off Containers – No Daily Storage Fees	\$ _____

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**HOUSEHOLD HAZARDOUS WASTE PROGRAM**

Description	Cost
<p>Describe in detail any programs or events offered to customers for the disposal of Household Hazardous Waste, which includes, but is not limited to, cleaners, cooking oils, chemicals, herbicides, pesticides, fertilizers, paints, solvents, and varnishes.</p>	

**ANNUAL DOCUMENT/PAPER SHREDDING AND RECYCLING EVENT/ KIDZFEST EVENT**

Description	Cost
<p>Each year on a Saturday in April, the City hosts a document/paper shredding event for residential customers. The event also includes recycling used oil, batteries, used tires, paint and scrap metals. The event is coordinated with the City's Solid Waste contractor, and it is hosted at the Dean Towery Public Works Service Center. Please describe how your company will support this yearly event. This event currently requires one (1) roll off 30-yard container and two (2) eight-yard containers for trash collected during the event. The Contractor is required to keep up with the City's container request depending on growth in this program.</p>	

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

## **Section 4 - Additional Terms/Conditions/Clauses**

### **Section 4.1 - Contract Term**

1. The term of this Agreement shall commence on October 1, 2025, (the "Commencement Date") and shall continue and remain in full force and effect for a period of five (5) years in one (1) year increments as funding is available. The City, at its sole option and without cause, may terminate this agreement on any date on or after the fifth anniversary of the Commencement Date by giving the Contractor written notice of termination at least 90 days prior to the proposed termination date. Contractor understands that all obligations of the City under the contract are subject to the availability of City funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the City.
2. The City shall have the right to extend the Contract for three additional one (1) year terms by giving Contractor written notice of its intent to do so at least 90 days prior to the expiration of the current term. Notwithstanding the expiration or termination of the Contract, the Contractor agrees to continue the provision of services on a month-to-month basis for a period not to exceed 9 months following the termination of the contract. Month to month services shall be provided on the same terms and conditions as provided during the term of the contract.
3. The contract term is subject to negotiation during the RFP process.

### **Section 4.2 Conditions of Proposal**

1. This Proposal conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.
2. The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.
3. This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Conroe.
4. In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of six (6) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment/negotiation as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box:  Corporation  Partnership  Sole Proprietor  
 Unincorporated      Include either:  Social Security or  Federal Tax Identification Number:

Name of Firm	Phone
Address	E-mail
Type or Print Name and Title of Qualified Proposer	<b>Attest:</b>
Signature of Qualified Proposer  Date:	<b>Corporate Seal</b>

5. In its sole discretion the City reserves the right to:
  - 1) withdraw the RFP from the market without notice before or after receiving submittals;
  - 2) accept or reject any or all proposals;
  - 3) waive any informalities or irregularities in any proposal; or
  - 4) accept proposals which deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any Party or parties submitting Proposals in response to this RFP.
  
6. This RFP is made subject to correction, errors and omissions. The attached Appendices are for guidance only.
  
7. City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.
  
8. City reserves the right to negotiate with any, all or none of the proposers responding to the RFP.
  
9. Following submission of a proposal, the proposer agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.
  
10. The proposer must furnish a "Certificate of Authority," signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the

specific officers who are authorized by board resolution to execute agreements on behalf of the entity. If selected, the proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas prior to awarding of the Contract.

11. If selected, the proposer must furnish evidence that the entity is not indebted or in arrears in payment of taxes or other liabilities to the City (Code of Ordinances Section 2-381).
12. Agreements with the selected proposer will require that the selected proposer provide Worker's Compensation Insurance, Commercial General Liability, Automobile Insurance, and any other insurance that the City's Risk Manager may require. The City will be included as an additional named insured. Agreements with the selected proposer will require indemnification of the City by the selected proposer in form and substance satisfactory to the City's Risk Manager and the City Attorney's office. **Appendix I & J**
13. Agreements will require a Performance Bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. In addition, the City may require other forms of assurance from the selected proposer regarding successful preparation, implementation, and completion of the agreement. **Appendix G**
14. Any and all costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.
15. The proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Open Records Act.
16. All responses relative to this request for proposals and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Conroe without any restrictions on usage, subject to exceptions under the Texas Open Records Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.
17. The proposer shall comply with Federal Law, Texas law, the City Charter, and applicable City Ordinances.
18. The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors for the purpose of influencing consideration of a response to this RFP.
19. The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the applicant's submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.
20. All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using of substantial portions of the work product of another applicant is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

### **Section 4.3 - Disclaimer**

1. The information contained herein is provided solely for the convenience of prospective solid waste companies. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.
2. Any reliance on these contents, or any communications with City officials or advisors, shall be at the recipient's own risk. Prospective bidders should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.
3. The City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
4. Any action or response taken by the City for any reason, or for no stated reason, made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City.
5. The City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resulting liability to the City and its advisors.

### **Section 4.4 OSHA, Health and Environmental Laws**

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards.

### **Section 4.5 Privacy Policy**

At no time will a participating customer's information be given to or sold to a 3rd party. No personal information, including name, address, phone number, purchasing habits, etc., shall be shared with sponsors and/or advertisers.



## **Section 4.6 Insurance**

The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance 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 him of any contractual responsibility or obligation.

### **4.8.1 General Requirements**

- Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled.
- The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.
- All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

### **4.6.2 Workers Compensation Insurance Coverage**

- **A. Definitions**
  - Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under the Contract for the duration of the Contract.
  - Duration of the Contract - includes the time from the commencement of services and continuing for five years. Persons providing services ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under the Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.
- **B.** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- **C.** The Contractor must provide a Certificate of Coverage prior to commencement of service.
- **D.** If the coverage period shown on the Contractor's current Certificate of Coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new Certificate of Coverage with the governmental entity showing that coverage has been extended.

- **E.** The Contractor shall obtain from each person providing services under the Contract, and provide to the City:
  - a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- **F.** The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- **G.** The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- **H.** The Contractor shall post at the office where the trucks serving the City are based, a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- **I.** The Contractor shall contractually require each person with whom it contracts to provide services to:
  - 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2) provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
  - 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;
  - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - a) a certificate of coverage, prior to the other person beginning work; and
    - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
  - 5) retain all certificates on file for the duration of the project and for one year thereafter;
  - 6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
  - 7) contractually require each person with whom it contracts, to perform as required by paragraphs 1-7 with certificates of coverage to be provided to the person for whom they are providing services.
- **J.** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under the Contract will be covered by workers' compensation coverage for duration of the Contract. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- **K.** The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**4.6.3 Comprehensive Automobile Liability**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000. / Person
	\$1,000,000. / Occurrence
Property Damage	\$1,000,000. / Occurrence

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

**4.6.4 Comprehensive General Liability**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000. / Person
	\$1,000,000. / Occurrence
Property Damage	\$1,000,000. / Occurrence
	\$2,000,000. / Aggregate

The insurance shall be of the occurrence type and name the Owner as an additional insured. There shall be no deductible applied to the City as additional insured.

**Section 4.7 Defense of Suits**

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify

and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

#### **Section 4.8 Performance Bond**

A Performance Bond in the amount of 50% of the annual value of the Contract will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City's Contract Administrator prior to October 1 each year of the Contract. A sample of the required form is provided in Appendix G.

#### **Section 4.9 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.

#### **Section 4.10 Additional Required Clauses**

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquiries** -Bidder's desiring further information or interpretation must request such information in the questions section of Vendor Registry.
- 3.0 **E-Verify Program** - Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
  1. all persons employed by Respondent to perform duties within Texas; and
  2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
- 4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.
- 6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.
- 7.0 **Materials and Services** - The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.
- 8.0 **Price of Materials and Sales Tax**- Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not

shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

- 9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.
- 10.0 **Assignment** - Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the City. Any attempted assignment in violation of this provision is void and without effect.
- 11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.0 **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).
- 13.0 **Contracting Information Responsibilities** - In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the City for the duration of the contract, (2) promptly provide to the City any contracting information related to the contract that is in the custody or possession of the Contractor on request of the City, and (3) on termination or expiration of the contract, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 14.0 **COVID-19 Vaccine Passport Prohibition** - Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.
- 15.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under

this contract and will maintain records and make them available to the City of Conroe as evidence of Contractor's compliance with the required controls.

- 16.0 **Dealings with Public Servants Affirmation** - Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 17.0 **Debts and Delinquencies Affirmation** - Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 18.0 **Disaster Recovery Plan** - In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to the City the descriptions of its business continuity and disaster recovery plans.
- 19.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 20.0 **Energy Company Boycotts** - If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.
- 21.0 **Entities that Boycott Israel** - If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.
- 22.0 **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 23.0 **Excluded Parties:** - Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 24.0 **False Statements** - Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 25.0 **Financial Participation Prohibited** - Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 26.0 **Foreign Terrorist Organizations** - Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 27.0 **Firearm Entities and Trade Associations Discrimination** - If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm

entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

- 28.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting City.
- 29.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 30.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 31.0 **No Conflict of Interest** - Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 32.0 **Prior Disaster Relief Contract Violation** - Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 33.0 **Public Information Act** - Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.
- 34.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.
- 35.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds.

Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

- 36.0 **Suspension and Debarment** - Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 37.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 38.0 **Texas Bidder Affirmation** - Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 39.0 **Americans with Disabilities Act** - Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 40.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 41.0 **Disclosure of Interested Parties** - Contractor represents and warrants that if selected for award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 42.0 **Discounts** - If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. City will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.
- 43.0 **Equal Employment Opportunity** - Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 44.0 **Force Majeure** - Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 45.0 **Immigration** - Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
- 46.0 **Independent Contractor** - Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the City.



- 47.0 **Legal and regulatory actions** - Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to City's consideration of the Response. In addition, Contractor represents and warrants that it shall notify City in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update City shall constitute breach of contract and may result in immediate termination of the contract
- 48.0 **Limitation on Authority** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 49.0 **Lobbying Prohibition** - Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- 50.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 51.0 **Reserved.**
- 52.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 53.0 **Records Retention** - Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 54.0 **Refund** - Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by City which are not expressly authorized under the contract.
- 55.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 56.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 57.0 **Subcontractors** - Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the City. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should

Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), City is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

- 58.0 **Survival** - Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 59.0 **Termination for Convenience** - City may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if City terminates early. Upon termination under this provision, Contractor shall refund to City any amounts attributable to the terminated months within thirty (30) days of the termination.
- 60.0 **Cybersecurity Training** - If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the City pursuant to and in accordance with Section 2054.5192 of the Government Code.
- 61.0 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.
- 62.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Bidder.
- 63.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.
- 64.0 **Unit Prices** - The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.
- 65.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 66.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 67.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.
- 68.0 **Reserved**

69.0 **Payment** - The Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment. The City reserves the right to withhold up to ten percent (10%) of the payment in the event there is a conditional acceptance. Montgomery County Pct. 1 is responsible to pay all invoices past and present for services rendered to the Conroe/Montgomery County Recycle Facility.

70.0 **Default** - The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

71.0 **Bid Agreement and Certification:**

**The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

**By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Bid.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

**Section 5 – Contractor Responsibility**

1. Discovery - Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract including all information provided in this RFP and appendices. Each proposer shall conduct their own

investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work and by submitting a proposal, the proposer warrants that they have fully acquainted themselves with such conditions and are prepared to honor all statements and commitments made in their proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposal whether successful or not.

2. The contractor shall be responsible for:
  1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this RFP;
  2. All actions and activities of its subcontractors;
  3. Supplying all records and information required by this RFP;
  4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City Ordinance);
  5. Paying all applicable taxes;
  6. Complying with applicable laws and regulations;
  7. Performing all work in a timely, thorough and professional manner.
  8. Disposing of Solid Waste collected by the Contractor from the Structures specified by the City at a permitted facility;
  9. Processing and Marketing Recyclables collected by the Contractor from the Structures specified by the City; and
  10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
3. Property Damage - The Contractor shall be responsible for all damage or injury to property of any character, during the term of the Contract, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Contract, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by the City.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Contract, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in a reasonable manner acceptable to the injured party.

## **Section 6 – Definitions**

The following terms have the meaning assigned herein when used in this request for proposals:

- **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 fifty (50) pounds.

- **Base Collection Rate** – The monthly cost per unit for solid waste collection service as specified in this RFP, which includes the collection of Recyclable Materials and Bulky and Brush Waste at no additional cost.
- **Bin** (Residential Recycling) – See Recycling Container.
- **Brush** – Plants or grass clippings, leaves, tree, or shrub trimmings.
- **Bulky Wastes** – Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, appliances, white goods, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs 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.
- **Cart** – See Polycart – **SEE APPENDIX D - E - F**
- **City** – The City of Conroe.
- **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 or Small Commercial Unit.
- **Commodity** - Material that can be sold in a spot or future market for processing and use or reuse.
- **Commodity Buyer** – A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations. The term does not include small quantities of such materials that are not hazardous and can be wholly enclosed in the collection container.
- **Contract Administrator** – The City of Conroe's designee responsible for actively interacting with the Contractor to achieve the Contract's objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer/Contractor issues; and other duties necessary to implement the Contract.
- **Contract Documents** – The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.
- **Contractor** – Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- **Curbside Recycling** – Recycling services generally provided to Single Family, and small commercial structures. Recyclables are placed by customers at curbside locations for collection.
- **Customer** – An occupant of a Structure.
- **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.
- **Detachable Container** (also at times referred to as "dumpster") – A watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

- **Disaster** – An event or occurrence, such as but not limited to hurricanes, wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress.
- **Disaster Debris** – Waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)
- **Disaster Management Plan** – The Contractor’s operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.
- **Disposal** – The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.
- **Disposal site** – See Landfill (Sanitary).
- **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.
- **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 thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.
- **Household Hazardous Waste** – Items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas, including, but not limited to, cleaners, cooking oils, chemicals, herbicides, pesticides, fertilizers, paints, solvents, and varnishes.
- **Landfill** (Sanitary) – A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected by the Contractor and approved for use by City unless otherwise specified by the City of Conroe.
- **Leachate** – A liquid that has permeated through or drained from solid waste.
- **Letter of Credit** – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.
- **Polycart** – A rubber-wheeled receptacle with a maximum capacity of 96 gallons constructed of durable 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.
- **Permit** – A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.
- **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.

- **Processing** – Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.
- **Proposal Bond** – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Request for Proposals, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.
- **Performance & Payment Bond** – A corporate Surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the contract specifications. **Appendix G & H**
- **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, Plastics – numbers 1, 2, 3, 4, 5 & 7; Glass – all colors of glass bottles; Metals – all metal (tin/aluminum) food and beverage cans; Paper – newspapers, catalogs, magazines, junk mail, cardboard and mixed household paper.
- **Recycle or Recycling** – The collection, separation, recovery and sale or reuse of metals, glass, paper, cardboard, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.
- **Recycling Polycart** – A polycart dedicated to recyclable materials.
- **Recycling Facility** – A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.
- **Refuse** – Residential Solid Waste, Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires.
- **Residence, Residential** – A one or two family residential structure, including small condominium dwellings. The term does not include hotels, apartments, large multi-unit condominiums or other multi-family structures.
- **Residential Garbage** – All Garbage and Rubbish generated by a Customer at a Residential Unit.
- **Residential Unit** – A residence within the corporate limits of the City occupied by a person or group of persons. 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 or fewer, 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.
- **Roll-off Container** – An open top Detachable Container which must be lifted and hauled by a vehicle equipped with a hook lift or winch.
- **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).
- **Single Family Home or Dwelling** – A detached residential dwelling unit.

- **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.
- **Special Events** – Events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics, recycling events, and organized sporting events.
- **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
- **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.
- **Structure** – All single-family homes and small commercial businesses included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Contract.
- **White Goods** – Includes all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.
- **Unusual accumulation** – (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 to be hazardous such as oil, acid, or caustic materials.

## **Section 7 – Evaluation and Award Criteria**

### **Section 7.1 City Council Award**

1. All proposals will be evaluated by a Proposal Evaluation Committee. There will not be a public bid opening. This committee will recommend the winning proposer to the City Council for award. Each Proposer will be informed in writing (via e-mail) of the committee's recommendation for award by 2 p.m. on the Friday immediately preceding the City Council meeting in which the award will take place.
2. If any proposer wishes to challenge the recommendation, they may provide a written protest to the entire City Council no later than 1:00 p.m. Monday prior to the Thursday award of the Contract. Written protests should be filed with the City Secretary's Office. Rules regarding contact with City officials as described in the "Notice to Proposers" will be strictly enforced and could result in disqualification of any proposer from further consideration. It is the City's expectation that that Contract negotiations will proceed quickly since each proposer will be asked to identify any concerns with the proposed Contract as part of their proposal.



## **Section 7.2 Criteria for Evaluating Proposals**

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews will be conducted with the top rated proposers. On an as-needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services. The proposals shall be rated according to the following specifications.

1. Ability to provide high-quality service to the City's residents and customers (30%). This category will be evaluated based on:
  - a) Evidence of the type and number of equipment, reputation, personnel and established procedures relevant to servicing the City of Conroe;
  - b) Financial condition and stability of the proposer.
2. Experience (25%). This category will be evaluated based on:
  - a) Experience in the industry
  - b) Prior service to municipalities
3. Innovative approach to fulfilling contract requirements as demonstrated in the Contractor's proposal (5%).
4. Cost (40%)

## **Section 7.3 Interviews**

After written proposals are received and initially evaluated, the City may or may not require one or more of the Proposers to provide an oral presentation as a supplement to their proposals. Any Proposer required to interview should be prepared to discuss and substantiate any area of their proposal. The City is under no obligation to grant interviews to any Proposer receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

## **Section 8 Collection Equipment**

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than those provided by the City and/or Commercial businesses, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

### **Section 8.1 Vehicle Specifications**

1. During the term of this Contract, all vehicles used in collection shall be in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable State and Federal Safety Standards, and the Contractor shall obtain all required operating permits and registrations.
2. Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, the Recycling Vehicles must be clearly labeled so that they are distinguishable

- from those collecting Garbage.
3. The vehicles shall be numbered consecutively, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number on all collection trucks.
  4. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route.
  5. The City may inspect the Contractor's vehicles and equipment at any time to ensure compliance of equipment with Contract, and the City may require that an equipment replacement schedule be submitted to the 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.
  6. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.
  7. All such vehicles shall be operated in conformity with the laws of the State of Texas.

### **Section 8.2 Vehicle Maintenance and Inventory**

The Contractor shall provide to the City with the proposal documents a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in **Section 700**. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. The inventory shall become part of the Implementation Plan outlined in **Section 800**. Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

### **Section 8.3 Supplying Polycarts**

1. The Contractor will be supplying specifications for Polycarts to be utilized for collections. The Polycart specifications for refuse can be seen in **Appendix E**, and the Polycart specifications for recycling can be seen in **Appendix D & F**. The Contractor will purchase additional Polycarts meeting the same specifications as needed.
2. The Polycart specifications are fixed throughout the entire term of the contract. Any deviations from the approved specifications during the term of the contract must be approved by the City in writing. The Contractor owns all polycarts through the term of this contract.
3. The Contractor must maintain an inventory throughout the Contract. The Contractor should have an inventory of sufficient quantity necessary to facilitate the monthly exchanges and deliveries required. These Polycarts should remain reasonably separate from the Contractor's own inventory of containers.
4. The Contractor will provide a monthly report that indicates the remaining inventory of Carts, and the number of Carts delivered and removed that month. At no time should the on-property inventory of Carts on hand be less than 1000 Carts for both recycling and

trash.

5. Upon notice from the City, the Contractor shall deliver Carts to occupants who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than by the next service day. All trash bags on ground for customers that have not received their new or replacement carts will be serviced by contractor weekly at no additional cost to the City or customer. All carts must be cleaned and in good working order prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement cart is delivered. Recycle lids on all carts must have an embedded acceptable recycle label explaining to the customer what product the contractor has agreed to recycle for the City. The Recycle lids are to be audited once every two (2) years by the Contractor and replaced as necessary. The Contractor will provide the City a detailed audit report during the recycle lid verification process every 2 years.
6. The Carts shall be provided with instructions to customers for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Polycart causing it to melt, and procedures to follow to minimize potential fire problems.

#### **Section 8.4 Polycart Repair or Replacement**

1. The Contractor will be responsible for maintaining all Carts in good working order including the purchase and installation of necessary replacement parts and coordinating all warranty work with the manufacturer.
2. **All requests for Polycart repair and/or replacement must be completed by the customer's next service day.**
3. The Contractor shall be responsible for the repair and/or replacement of all Carts for whatever reason including the purchase of additional Cart inventory as needed.
4. Damage to Polycarts on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others.

#### **Section 8.5 Supplying Detachable Containers for Garbage and recyclable Material Collection**

Prior to the beginning of the Contract, the Contractor shall provide Detachable Containers for Garbage and/or Recyclable Material Collection to all those City Facilities receiving Detachable Container collection service under this Contract. Detachable Containers will be standard Containers capable of being serviced by front, or rear load, collection vehicles and/or roll-off vehicles compatible with compactor units. Detachable Containers shall be located on the premises in a manner satisfactory to the City.

#### **Section 8.6 Detachable Container Installation and Maintenance**

1. Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.
2. A Detachable Container shall be reconditioned and repainted if necessary. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.
3. If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a front-end load, rear load Detachable Container. The City may also require the Contractor to equip a Detachable Container with plastic lids. All Detachable containers must be fitted with plugs to avoid leche from draining out of

container.

### **Section 8.7 Detachable Container Repair or Replacement**

Damage to Detachable Containers on City premises is at the Contractor's risk. The Contractor shall be responsible for the repair of all Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

### **Section 9 Transition**

Based on the content of proposals, the negotiated terms of the Contract and revisions to City Ordinances, the Contract will require a period of transition. Certain details, procedures, and information will need to be exchanged for successful implementation of the Contract.

### **Section 9.1 Implementation Plan**

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity.

1. Polycart inventory exchange and procedures for accurate accounting;
2. Polycart delivery plans and schedule, including number of Carts to be delivered per week, start and completion dates;
3. Procedures for transmitting information to and from the City to the Contractor;
4. Standards for the electronic transfer of information;
5. Vehicle Inventory; and
6. Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

### **Section 10 Communication and Meetings**

#### **Section 10.1 Contractor's Office**

The Contractor shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:30 a.m. to 5:30 p.m. Central Standard Time on regular collection days. When collection is postponed one day for the holiday schedule, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

#### **Section 10.2 Customer Service and Complaint Resolution**

The Contractor will be primarily responsible for receiving complaints and will work with the City to resolve all complaints. A log of all complaints received including date, address, complainant,

nature of complaint and resolution shall be maintained by Contractor. The Contractor shall give each complaint received prompt and courteous attention within a 24-hour period. The Contractor must respond to all complaints within one (1) business day.

In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within the same business day after the complaint is received. In the event that a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The Contractor must notify the City of all missed collections and or down routes the same day of service.

### **Section 10.3 Customer Grievances**

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

### **Section 10.4 Meetings**

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan, the parties agree to meet on a regular basis as follows:

1. The period from the date the Contract is executed until six months after collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
2. After the Implementation Phase, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
3. Meetings shall be held at the offices of the City, unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

### **Section 10.5 Newsworthy and Emergency Notifications**

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or Contractor's employees could be involved in a motor vehicle accident or an environmental accident.

The Contractor must contact the City's Contract Administrator immediately in the event of one of the following:

- any news coverage or sudden event that could impact the service the Contractor provides to the City;
- any news coverage or sudden event that could initiate citizen phone calls to the City;
- an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee;
- a motor vehicle accident which occurred while providing services under the Contract;
- personal injury accidents which occurred while providing services under the Contract;
- property damages which occurred while providing services under the Contract.

### **Section 10.6 Customer Notifications**

The City will coordinate with the Contractor and approve all necessary communications with customers including, but not limited to: fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc.

### **Section 11 Reporting**

The Contractor will be required to report information to the City.

#### **Section 11.1 Monthly reports**

Complete and accurate Monthly or Quarterly Reports must be submitted to the Contract Administrator, in a format acceptable to the City, on or before the 15<sup>th</sup> day of each month during the term of the Contract:

Such reports shall include:

- Tons of trash collected – Trash – Recycle – Bulk - Totals
- Percentage of trash collected
- Tons of recycle collected
- Percentage of recycle collected
- Total tons collected
- Number of accounts – Homes Billed
- Number & percentage of trash lifts
- Average pounds of trash per lift
- Number & percentage of recycle lifts
- Average pounds of recycle per lift
- Complaints and Resolutions
- Missed Pickups
- Safety Summary Report – all accidents, moving violations, property damage, and injury claims
- Diversion Rate Breakdown
- Cart Activity Report – Delivered, Replacements, Removed, Swapped, Detailed Repair list.

All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

#### **Section 11.2 Quarterly Reports**

Complete and accurate Quarterly Reports must be submitted to the Contract Administrator in a format acceptable to the City on or before the following dates:

- First Quarter Report – April 15
- Second Quarter Report – July 15
- Third Quarter Report – October 15
- Fourth Quarter Report – January 15

Quarterly Reports must contain the following information:

1. Monthly tonnages by category of service:
  - Residential & Small Commercial Garbage
  - City Facility Garbage
  - Curbside Residential Recycling
  - City Facility Recycling
  - Residential Brush & Bulk
2. Weekly set out rates by category of service: The report must contain the methodology used to determine accurate set-out rates. Set out rates are to be determined by an actual service count and not a percentage calculation.
  - Residential & Small Commercial Garbage
  - City Facility Garbage
  - Residential Recycling
  - Small Commercial Recycling
  - City Facility Recycling
  - Residential Brush & Bulky Waste
3. Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
4. Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
5. Customer complaints received by Contractor, arranged and listed by category, including date, address, complainant, nature of complaint, call back date and time, and resolution.
6. Recycling participation rates.
7. SEC 10Qs (if applicable).
8. Changes in Compliance history.

### **Section 11.3 Annual Reports**

A complete and accurate Annual Report must be submitted to the Contract Administrator in a format acceptable to the City on or before the following date:

- September 30

Annual Reports shall include:

- Audited Financial Statements.
- Reconciliation/Inventory of Carts.
- SEC 10-K (if applicable).

### **Section 12 Compensation**

For collections, Contractor will be compensated through charges to the residential and small commercial solid waste customers that they service. The City will bill and collect the solid waste

charges monthly.

Each month, the City will provide a customer count to the Contractor that details the total customer quantities for the month. Based on the information provided, the Contractor will submit an invoice to the City that details the quantity, unit price, and total cost of each service.

### **Section 12.1 Deductions and Liquidated Damages**

The Table of Liquidated Damages references performance criteria defined throughout the Contract specifications and monetary damages associated with each. The acts or omissions, within the control of the Contractor, in the left- hand column, are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment due to the Contractor as determined by the City.

The City shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.

Should the City neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the City to enforce such penalty retroactively or in the future.

### **Section 12.2 Table of Liquidated Damages – SEE APPENDIX M**

### **Section 12.3 Billing and Account Management**

The City will continue to provide financial management services for all accounts in the Contract. These include:

- Monthly billing and collection of all residential and small commercial accounts;
- New resident initiation of service;
- Account termination and special billing collection procedures for final accounts; and
- Billing of bag tags to individual customers. Contractor will provide all bag tags to the City as needed.

### **Section 12.4 Required Reporting to Contractor**

The City shall provide to the Contractor certain information necessary for the implementation of the Contract and related to payments due to the Contractor.

### **Section 12.5 Rate Adjustments**

**The rates charged for service shall be agreed to by both parties during the negotiating phase of the RFP and extend through the end of the contract. Any requested rate adjustment after the signing of the contract must be approved by the City Council.**