

April 4, 2022

TO WHOM IT MAY CONCERN

The City of Teague is accepting sealed proposals Solid Waste Collection/Disposal Services until 10:00 a.m. on Thursday, May 5, 2022. Vendors shall return their proposals to Theresa Bell, City Secretary, City of Teague, 105 S 4<sup>th</sup> Avenue, Teague, Texas 75860. Proposals are to be delivered in one box or envelope, no smaller than 8 1/2" x 11" and clearly marked in the lower left-hand corner:

**SEALED PROPOSAL**  
**Solid Waste Collection/Disposal Contract**

The City of Teague reserves the right to reject any and all Proposals, and to waive informalities. Any Proposal received in the Administrative office after **10:00 a.m. on Monday, May 5, 2022** will be returned unopened.

The point of contact for inquiries and questions is the City Secretary, Theresa Bell.

**Proposed Schedule**

April 4, 2022	Board of Aldermen Authorizes Bidding
April 5, 2022	Staff Release the Request for Proposals
May 5, 2022	Bids Due and Opened at City Hall 10:00 a.m.
May 16, 2022	Council Accept and Award Bid and Issue Contract
June 20, 2022	Council Accept and Award Bid and Issue Contract (If necessary)
September 1, 2022	Contract Begin Date

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## **Solid Waste Collection/Disposal Contract**

The City of Teague is soliciting sealed proposals in the office of the City Secretary, Theresa Bell, at 105 S 4th Avenue, Teague, Texas, 75860, until **Thursday, May 5, 2022 at 10:00 a.m.** at which time they shall be opened and read aloud.

Contract - Sealed envelopes should be marked:

“Solid Waste Collection/Disposal Contract.”

The selected Contractor will be awarded for four (4) years and one (1) month. Contract through a resolution of the City approving and adopting the Contract Documents. Enforcement of the exclusive contract authority and related compliance regulations with penalties will be established by the City of Teague before the effective service date commences. The defined terms appearing in the General Specifications apply to all Contract Documents. Proposals must be made on forms furnished by the City of Teague three (3) signed/initialed copies and one (1) electronic copy of the proposal must be delivered on or before **May 5, 2022 at 10:00 am**. The proposal must be sealed and plainly marked as required above.

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

All questions related to this RFP, information, and specifications should be directed through Theresa Bell only, who is managing this process for and under the direction of the Mayor and Board of Aldermen. Privately lobbying members of the Board of Aldermen shall be grounds for removal from consideration. The contact telephone number for Ms. Bell is 254-739-2547 ext. 104 and the email address is [administrator@cityofteaguetx.com](mailto:administrator@cityofteaguetx.com).

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

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

**SECTION I**  
**INSTRUCTIONS TO PROPOSED CONTRACT PROVIDERS**

**1. BACKGROUND**

The City of Teague seeks proposals from qualified firms interested in providing solid waste collection and disposal services within the City by an exclusive service contract. Services shall be provided at various City locations and business/commercial operation/construction sites according to City regulations and performance standards, local laws, deed restrictions, and the Contract Documents. The contract shall be effective September 1, 2022.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is not a statutory competitive bid solicitation process. The City reserves the right not to award the contract. Contractors interested in performing and providing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

**2. SCOPE OF WORK**

**A. Solid Waste Collection/ Disposal**

Solid waste services for residential requiring containers for disposal shall be provided by the Contractor and shall be equivalent or superior to service levels currently provided by the current contractor, but no less than once a week service collection. Services by Contractor shall include providing each resident at least one 96-gallon Polycart with weekly residential collection including up to three (3) bags or bundles of leaves/brush per week from each residence. Residences that consistently produce more residential waste than can be contained in one 96-gallon container shall be required to pay for sufficient additional containers to hold the residential waste produced. Additionally, contractor shall provide commercial bins or commercial polycarts for all business accounts. Bins shall be collected up to five (5) times per week. All services and disposal at the landfill are the responsibility of the Contractor and are to be included in the Contractor's price(s). The Contractor shall provide, in a good and workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete residential solid waste refuse collection, removal, and disposal. Contractor shall supply sufficient extra polycarts at the City public works yard – however the City workers shall deliver carts to new residential customers and collect the old carts. The City will maintain ownership of the Polycarts in its possession from the current contractor at the August 31, 2022 contract expiration. Contractor may choose to utilize current Polycarts and replace as needed. Contractor shall supply all new commercial bins. The City currently has approximately 1,509 residential customers and 74 commercial accounts which have variable services. A monthly solid waste bill calculation report shall be provided to each bidder. Current service provider must replace all bins and any Polycart that is not new or "like new."

In addition, Contractor shall provide dumpsters at all city owned locations at no charge. Bulky waste is to be placed at the curb and collection of these items must be provided a minimum of one time per year. Three roll off containers shall be provided and serviced weekly free of charge at the City public works department. Contractor shall have the exclusive right to all roll off services inside the city limits that is coordinated through the City of Teague offices.

## **B. Compliance**

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

### **3. PREPARATION OF THE PROPOSAL**

All Proposals must be prepared and signed by the Contractor in the form attached hereto. All blank spaces in each form must be fully completed in ink or typed.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the Contractor in ink. It is the intent of the bid to determine the lowest possible cost and best service value.

Three (3) printed and one (1) electronic copy of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste Collection/Disposal Contract." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informally any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

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

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

### **4. FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when the Board of Aldermen votes to award the contract.

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance and performance bond. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor, or the work re-advertised for Proposals as the City may elect. The City anticipates awarding the contract on Monday, May 16, 2022 and the effective date for the contract shall be September 1, 2022.

### **5. CONDITIONS**

Each Contractor responding with a good faith proposal for consideration in response to this RFP shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document or to

become familiar with existing conditions shall in no way relieve the Contractor of any obligations with respect to its proposal or to the Contract.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create without extra cost to the City.

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

## **6. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Contractor submitting a proposal for consideration based on this RFP shall be requested of the City in writing, via facsimile and/or regular mail, and if explanations are necessary a reply shall be made in the form of an Addendum, via facsimile and regular mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to Theresa Bell or emailed to [administrator@cityofteaguetx.com](mailto:administrator@cityofteaguetx.com). Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

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

Any and all interpretations and/or supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

## **7. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR**

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

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

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

## **8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR**

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require

additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested. Proposer must show proof of company performing garbage collection for the previous five years consistently of at least two cities equal or larger than the City of Teague in order to qualify as an approved vendor and must possess a verifiable "good rating" with the Better Business Bureau.

## **9. DISQUALIFICATION OF CONTRACTORS**

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

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by financial statements, experience, equipment statements, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous city or entity contract for failure to perform.
- (e) Deficient service rating with the Better Business Bureau.

## **10. BASIS OF THE RFP**

Proposals with respect to solid waste collection and disposal and processing are solicited on the basis of rates for each type of collection work and for each qualifying account. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in the proposal submitted.

## **11. QUANTITIES**

The current quantities for the number of residential, commercial, and industrial units are subject to change based on population and business climate. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

## **12. METHOD OF AWARD**

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

## **13. DISPOSAL SITE**

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

## **COMPLIANCE WITH LAWS**

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

### **14. DISCRIMINATION PROHIBITED**

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin.

The Contractor must be an equal opportunity employer.

### **15. TERM**

The term of service shall be from the award date until of the September 30<sup>th</sup>, 2026 with renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional two-year period, notice must be given to the other party in writing not less than 90 days prior to the expiration of the Contract.

### **16. EVALUATION CRITERIA**

Proposals will be evaluated based on quality of service and previous performance as well as price. Once a contractor is selected, the City shall enter into final negotiation of a contract. The City reserves the right to cease negotiations at any time if it feels doing so is in its best interest. If negotiations cease, the City may elect to enter negotiations with another proponent or reject all proposals and re-advertise for proposals. All decisions and awards shall be at the sole discretion of the Board of Aldermen and all decisions shall be final.

## SECTION II

### RESIDENTIAL SOLID WASTE SERVICES CONTRACT GENERAL SPECIFICATIONS AND PROVISIONS

#### 1.00 DEFINITIONS

- 1.01. Bulky Wastes: stoves, refrigerators which have CFCs removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.02. City: The City of Teague
- 1.03. Construction Debris: waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.04. Polycart: a receptacle with a capacity of approximately 96 gallons constructed of plastic, metal, or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 75 pounds.
- 1.05. Contract Documents: the Request for Proposals, Instruction to Contractors, General Specifications, Contractor's Proposal, any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.06. Contractor: such person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of solid waste collection and processing.
- 1.07. Customer: an occupant of a residence or structure requiring solid waste collection services.
- 1.08. Disposal Site: a refuse depository including, but not limited to, sanitary landfill licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive for processing or final disposal of refuse.
- 1.09. Environmental Regulation: any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether Local, State or Federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of onsite or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide,



Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

- 1.10. Garbage: All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, non-putrescible, combustible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, school and hospitals.
- 1.11. Hazardous Material: any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent, or oil as defined by any Federal, State or Local environmental regulation.
- 1.12. 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. Waste in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State law. For purpose of the Contract, the term hazardous waste shall also include motor oil, fuel, paint, and paint cans.
- 1.13. Landfill (Sanitary): a Texas Type I municipal solid waste landfill or any other alternate duly permitted sanitary landfill as selected and/or approved for use by the Contractor and the City.
- 1.14. Premises: all public and private establishments, including individual residences, amenity centers, other buildings, and all vacant lots.
- 1.15. Refuse: residential refuse and bulky waste, construction debris, and stable matter generated at a residential unit.
- 1.16. Rubbish: nonputrescible solid waste (excluding ashes) consisting of both combustible and noncombustible waste materials; combustible rubbish including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish including glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, or Stable Matter.
- 1.17. Solid Waste: all non-hazardous (as defined by CERCLA and other applicable laws) and 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, and home furniture and furnishings, provided that such material must be of the type and

consistency to be lawfully accepted at the Sanitary Landfill under the applicable Federal, State and Local laws, regulations, and permits governing each.

- 1.18. Unusual Accumulated: (a) for residences, each regular collection more than five (5) containers of garbage or the equivalent; (b) for commercial establishments, accumulation that would not occur in the ordinary course of business; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

## **2.00 TYPES OF COLLECTION**

- 2.01. Residential Accounts: Contractor shall provide a 96-gallon Polycart to each residential account and collect and remove solid waste from the premises of residential customers at least once each week. The customer may opt for more than one Polycart. The customer may place up to three 40-gallon plastic bags or bundles for collection, but there shall be a 40-pound weight limit. All containers shall be placed in the right of ways prior to service to allow for the collection. The contractor shall perform house side collection for those deemed by the City to be incapacitated and physically unable to take their cart to the curb.
- 2.02. Commercial Accounts: The Contractor shall provide bins and offer commercial services up to 5 times per week dependent on customer needs.

## **3.00 COLLECTION OPERATION**

3.01. Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 am and shall generally not extend beyond 8:00 pm. No collection shall be made on Sunday. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

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

3.03. Holidays: The following shall be holidays for purposes of the Contract when awarded:

Thanksgiving Day  
Christmas Day  
New Year's Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must provide collection services at least once a week.

3.04. Complaints: All complaints shall be made directly to the City who shall notify the contractor. Complaints shall be given prompt and courteous attention. At a minimum, the customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City upon request. Copies of all complaints indicating the date and

hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 pm but not later than 12:00 pm the next business day if notification is provided after 2:00 pm.

If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction, explaining the reasons the complaint cannot be satisfied within 36 hours.

The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

Contractor shall notify all customers about complaint procedures, rules, and regulations.

3.05. Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with the Contract. Collection of solid waste shall be made using equipment that prevents leaks and scattering any waste within the limits of the City or while in route to the disposal site.

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

3.06. Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones with a toll-free number for City accounts and shall have a responsible person in charge from 8:00 am to 5:00 pm on regular collection days.

3.07. Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City Administrator or his/her designated representative and by the City to the Contractor's District Manager or designee. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise. Access by email shall also be provided to the City.

3.08. Disposal: The Contractor shall deliver solid waste collected to the designated landfill, which is to be acceptable by the City. Alternative disposal sites must be approved in writing by the City prior to use by Contractor. Once a Contractor and

disposal site are selected, administrative fees and disposal costs shall be calculated into the rates. Contractor shall comply with all laws, rules, and regulations governing disposal practices at the disposal site.

3.09. Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobiles/vehicle batteries, petroleum products, paints, and other chemicals and solvents identified as hazardous by the U. S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.10. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh with openings not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately by Contractor.

3.11. Employees: The Contractor will provide properly trained, capable drivers with current class "B" driver's licenses; the Contractor will ensure that all of its employees, permanent or temporary, present a neat appearance and can be easily recognized while performing work under this contract. All of its employees will wear appropriate identification badges or uniforms; the Contractor will ensure that any persons employed who are not United States citizens have valid work permits; the Contractor will remove from service under this Contract and replace any of its employees for just cause as requested by the City. Employees of Contractor must be drug tested and criminal background tested to assure safety in the City.

3.12. Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

3.13 Interruption of Service: In the event the collection and disposal of solid waste is interrupted for any reason within the Contractor's reasonable control for more than 48 hours, the City will have the right to make temporary independent arrangements for continuing these services to its citizens to provide and protect the public health and safety. In the event of this type of interruption, the Contractor will bear all expenses incurred for collection and disposal. Notwithstanding any other provision of this Contract, if an interruption in service continues for a period of ten days, the City will have the right to immediately terminate this Contract and to seek any remedy provided by law.

#### **4.00 LICENSE AND TAXES**

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

#### **5.00 INDEMNITY**

**The Contractor will indemnify, defend, and hold harmless the Club and its officers**

and employees from and against any claims, causes of action, legal proceedings, liability, suits, demands, damages, costs, and expenses, fines, penalties, including court costs and reasonable attorneys' fees to the extent any actions caused by the Contractor, including the Contractor's negligent act or omission or intentional or willful misconduct in providing the services required by the Contract when awarded. The City shall not be responsible for any action or negligence, gross negligence, breach of contract, intentional conduct, violation of statute or common law, breach of warranty, product defect, or any other conduct whatsoever of Contractor, or any of its agents, employees or customers. In addition, the Contractor will indemnify and hold harmless the Club, its officers, and employees from and against all liability, penalties, fines, damages, and clean up costs arising from the performance of the Contract, including claims and liability arising from the transportation of all waste under the Contract and the deposit of Contractor's waste at the landfill or recycling site used by Contractor. **THE INDEMNITY SHALL APPLY EVEN WHEN SUCH COSTS, LOSSES, LIABILITY, DAMAGES, OR CAUSES OF ACTION RESULT FROM OR ARISE IN PART FROM THE NEGLIGENT ACT OR OMISSION OR CONDUCT OF CITY, IT'S OFFICERS, EMPLOYEES, OR VOLUNTEERS.**

Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. Contractor shall notify the City within 5 days of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under the Contract when awarded. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of its obligations under the Contract when awarded. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

**The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**The provisions of this Section and Section 7 shall survive the term of the Contract when awarded.**

## **6.00 TERM**

The term of this Contract will begin on September 1, 2022 and will end on September 30, 2026. The Contractor will deploy their polycarts and bins and begin collection of solid waste from residential and commercial units as of September 1, 2022.

The contract term may be extended for an additional two (2) years provided all terms and conditions remain in full force and effect except for the Contract being extended, and a modification to rates as specified in within this Contract. Each of these options, if

exercised, is to be executed in the form of a letter agreement no sooner than 90 days prior to expiration of the Contract, nor later than the final day of the contract period. These options require the mutual agreement of the City and the Contractor. Refusal by either party to exercise an option to renew will cause the Contract to expire on the original or mutually agreed upon date.

## **7.0 INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor, and Contractor shall submit to the City evidence that the required insurance coverage has been procured and is in force and shall be forwarded to the City before commencement of work hereunder.

### **7.01 Minimum Limits of Insurance:** The Contractor shall procure and maintain the following minimum types of coverages:

<b>Type Coverage</b>	<b>Per Occurrence Minimum</b>	<b>Aggregate Minimum</b>
Workers' Compensation or equivalent	As required by law and shall cover All employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$5,000,000	\$5,000,000
Property Damage	\$5,000,000	\$5,000,000
Comprehensive Auto Liability - Bodily Injury	\$5,000,000	\$5,000,000
Comprehensive Auto Liability - Property Damage	\$5,000,000	\$5,000,000

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

### **7.02 ADDITIONAL REQUIREMENTS FOR INSURANCE**

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

1. The liability insurance shall name the City as an additional insured.
2. The policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.

3. Each policy shall require that thirty (30) days prior to cancellation, non-renewal, or any material change in coverage, a notice thereof shall be given to the City by certified mail. If the policy is cancelled for nonpayment of premium, only fifteen (15) days written notice to the City is required.
4. The term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the City and individual members, employees, and agents thereof in their official capacities while acting on behalf of the City.
5. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas.
6. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.
7. Prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

#### **8.01 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.

#### **8.02 CITY'S REMEDIES**

The City's remedies for Contractor's breach of the Contract or failure to perform shall be to make demand and collect under the terms of the performance bond, in addition to any and all other available remedies at law and in equity.

#### **9.0 TRANSFERABILITY OF AGREEMENT**

No assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated March 16, 2022. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability, or damages arising during Contractor's performance of the Contract.

#### **10.00 OWNERSHIP**

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

## **11.00 BILLING**

The Contractor will bill the City of Teague directly for all accounts with the exception of Industrial (roll-off) accounts. The City shall bill each recipient of services and collect the amount due on a monthly basis. The City reserves the right to implement a service fee to be charged to the recipients of service in the event that the City determines an increase is necessary to provide compensation for billing services or the use of the City's alleys, streets, and easements maintained and controlled by the City.

## **12.00 RENUMERATION**

### **12.01 MODIFICATION TO RATES**

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

- A) Base Rates charged by Contractor for services will remain fixed.
- 1. In the event Contractor experiences unusual changes in the Contractor's cost of operations such as revised laws, ordinances, or regulations that are not imposed because of the action or inaction of the Contractor (changes in location of disposal sites, changes in disposal rates from disposal site, growth from redevelopment, etc.), the City will entertain an adjustment to the fees agreed, based on a review of the facts submitted to the City. The Contractor shall submit at least thirty (30) days notice to City of any requested rate changes for one or more of the foregoing reasons. The City may require the Contractor to submit evidence to support the requested increase.

### **12.02 SPECIALITY REQUESTS**

Contractors must pay the City a 15% franchise fee of the specialty requests that are charged to and paid by the customer of the City for services not pertaining to the weekly pick up.

### **12.03 BILLING RESPONSIBILITY, PAYMENTS**

The City shall be responsible for billing accounts and collecting payment from customers. The contractor shall be responsible for billing the City each month based upon the current year rates.

### **12.04 DELINQUENT AND CLOSED ACCOUNTS**

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

### **12.05 CONTRACTOR'S BILLINGS TO CITY**



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

### **13.00 BOOKS AND RECORDS**

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

### **14.00 TERMINATION FOR CAUSE**

If at any time Contractor shall fail to perform or comply with any of the terms, covenants, or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has breached any of the terms and provisions of the Contract as awarded. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. In the event the Contractor's breach is incapable of cure within thirty (30) days, Contractor may give notice to the City of this fact and its on-going efforts to cure the breach. In this event, the City may, at Contractor's request, extend the time for cure while Contractor is diligently proceeding to cure.

Should Contractor fail to remedy its performance, the City may, upon notice, send notice to Contractor of its intent to terminate the Contract and the rights and privileges granted to Contractor herein. The Contractor shall have ten (10) days from the date of such notice to request an opportunity to appear before the Board of Aldermen to show why the Contractor is not in breach of the Contract. If Contractor does not request a hearing before the eleventh (11<sup>th</sup>) day, the City may terminate the Contract and seek all remedies available, at law and in equity, including calling the performance bond. If Contractor requests a hearing, the Board of Aldermen shall conduct the hearing within thirty (30) days of notice of the request. If, after the hearing, the Board of Aldermen makes a finding that Contractor has failed to provide adequate refuse collection service for the City or has otherwise failed to comply with the terms of the Contract Documents, the Board of Aldermen may terminate the Contract by giving notice to the Contractor.

### **15.00 NOTICES**

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

If to the City, at:  
City of Teague  
105 south 4<sup>th</sup> Avenue  
Teague, TX 75860

If to the Contractor, at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **16.00 FORCE MAJEURE**

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

#### **17.00 SEVERABILITY**

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

#### **18.00 GOVERNING LAW AND VENUE**

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

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

#### **19.00 COMPLIANCE WITH LAWS**

The Contractor shall conduct operation under the Contract when awarded in compliance with all applicable laws.

#### **20.00 MISCELLANEOUS PROVISIONS**

##### **20.01 ATTORNEY'S FEES**

The prevailing party in the adjudication of any proceeding relating to the Contract shall be authorized to recover its reasonable and necessary attorney's fees.

##### **20.02 INDEPENDENT CONTRACTOR**

Contractor is an independent contractor as to the work, duties, and rights granted herein, and neither the Contractor, its agents, officers, employees, nor subcontractors is an employee of the City. The doctrine of respondent's superior shall not apply between the City and Contractor, and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

**20.03 CONSTRUCTION**

The parties will agree that nothing in the awarded Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review the Contract as awarded.

**20.04 CONTRACT DOCUMENTS**

The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, the rate sheets, and this Request for Proposals.

**20.05 NOTIFICATIONS AND DISPOSAL SITE REPORTS**

The Contractor will notify all customers of complaint procedures, regulations, and days for scheduled residential solid waste and recyclable materials collection.

The Contractor will forward to the City at its request, copies of all Texas Commission on Environmental Quality Inspection Reports for the sites being used for the disposal of solid waste or recyclable materials collected under this Contract.

This agreement shall be effective on September 1, 2022 and expire September 30, 2026.

\_\_\_\_\_  
James Monks  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
Theresa Bell, City Secretary

\_\_\_\_\_  
Date

### **SECTION III**

#### **CONTRACTOR'S PROPOSAL FOR SOLID WASTE COLLECTION/DISPOSAL & PROCESSING**

It is the intent of the City of Teague to award a solid waste contract for collection and disposal of solid waste generated. The successful Vendor/Contractor must be able and willing to perform solid waste collection and disposal that is customary and usual for the industry and region and within applicable laws and regulations.

The undersigned, having carefully read and considered the terms and conditions of the Request for Proposals for Solid Waste Collection and Disposal for the City of Teague 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 Request for Proposals at the rate hereinafter set forth.

#### **Contractor's Background, Experience, Resources, Qualifications and Proposed Plan for Service Delivery:**

On a separate sheet labeled "Proposed Service Plan and Statement of Qualifications", please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe separately the Methodology for Garbage Collection and the Methodology for Recycling Services to include the following:
  - a. Proposed collection method
  - b. Route description, timing, frequency
  - c. Proposed days of collection
  - d. Collection equipment capacity
  - e. Number of vehicles used to service the area, year, and make of each.
- B. Provide the list of landfills the Contractor intends to utilize.
- C. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services for this project including backup equipment.
- D. Provide a detail summary and timeline in the event of a catastrophic event within our City.
- E. Describe the customer service and procedures:
  - 1. Hours of operation
  - 2. Procedure for tracking vehicle
  - 3. Procedure for responding to request for service
  - 4. Identify the names of the contacts for the City
  - 5. Identify emergency contacts
- F. Statement of Qualifications:
  - 1. Identify communities served, number of employees and office location.
  - 2. Show proof the company has been in business for more than five years.
  - 3. Narrative of finances of the company.

## Contractor's Proposed Pricing Schedule (Including landfill and tipping fees):

### Contractor Bid Proposal for First Year Rate

#### Residential:

1x poly-cart/mo.	\$
Additional poly-cart/mo.	\$

#### Commercial:

1x poly-cart/mo.	\$
Additional poly-cart/mo.	\$

#### Commercial Dumpsters:

SIZE	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk		Extra p/u
2 Yard							
3 Yard							
4 Yard							
6 Yard							
8 Yard							

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF TEAGUE, TEXAS FOR SOLID WASTE COLLECTION/DISPOSAL & PROCESSING BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

**Exhibit A**

Please list any additional services the Contractors would like to provide to the City free of charge.

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**SOLID WASTE COLLECTION & DISPOSAL RFP  
QUALIFICATION CHECKLIST**

Name of Company: \_\_\_\_\_

- \_\_\_ 1. Review RFP for completion of Section III
- Contractor Proposed Pricing Schedule - Signed
- Attached Service Plan and Statement of Qualifications
- \_\_\_ 2. Evidence that Company has been in business for five (5) years serving larger City and Proof of a "Good" Rating with the Better Business Bureau.
- \_\_\_ 3. Enclosed three (3) copies of RFP
- \_\_\_ 4. Certificate of Insurance showing limits:
- Workers' Compensation or Equivalent
- \$5,000,000 Comprehensive & General Public Liability
- \$5,000,000 Property Damage
- \$5,000,000 Comprehensive Auto Liability – Bodily Injury
- \$5,000,000 Comprehensive Auto Liability – Property Damage
- \_\_\_ 5. Itemized list of equipment available for use and deployment in performance of Contract in the Attached Service Plan.
- \_\_\_ 6. Form 1295 Certificate of Interested Parties "Conflict of Interest" and Certification Regarding Boycotting Israel, Texas Gov. Code 808.001.

\_\_\_ Qualified

\_\_\_ Disqualified

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_