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# City of Cleveland

Request for Proposals

Solid Waste and Recycling Services

RFP #2024-01

**Proposal Deadline:**

Thursday, February 15, 2024

2:00pm CST

**Deliver or mail to:**

City of Cleveland

City Secretary

907 E Houston

Cleveland, Texas 77327

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**City of Cleveland**  
**Notice to Bidders**  
**Sealed Proposal Project #2024-01**  
**Solid Waste and Recycling Services**

Sealed Request for Proposals for Solid Waste and Recycling Services, Cleveland Project No. 2024-01 will be received until 2:00pm on February 15, 2024 by the City Secretary, Alice Rios, 907 E Houston, Cleveland, Texas 77327. Proposals must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud. No late proposals will be accepted. Requests for proposal documents may be obtained online at [www.clevelandtexas.com](http://www.clevelandtexas.com), at Cleveland City Hall or by contacting the City Secretary, Alice Rios through email [arios@clevelandtexas.com](mailto:arios@clevelandtexas.com).

Until final award of the Contract, City of Cleveland reserves the right to reject any or all Proposals, to re-advertise, or to proceed in the best interest of the City of Cleveland.

PUBLISHED:    Thursday, February 1, 2024  
                  Thursday, February 8, 2024

## I. INSTRUCTIONS TO PROPOSERS/CONTRACTORS

**1. Contents** This Request for Proposals includes the contents as set forth in this document, including Appendices A through G, and Forms 1 through 3 all of which are incorporated herein and made a part hereof.

**2. Intent**

It is the intent of the proposal to determine the best possible cost without regard to any potential franchise fee or billing fees. All franchise fees and/or billing fees will be determined by the city and added to the base bid provided by Contractor.

*The services listed in this Request for Proposal and included addenda will be the basis for consideration for the award of basic solid waste disposal services and recycling. However, the City welcomes and encourages respondents to include a list of alternate services and fees above the minimum requirements listed in the Request for Proposal that are related to the basic services and fees requested.*

**3. Delivery of Proposals**

Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals will be received by City of Cleveland City Secretary at City Hall 907 E Houston, Cleveland, TX 77327, until 2:00pm on Thursday, February 15, 2024.

The outside of the sealed envelope should be clearly marked "2024-01 Solid Waste and Recycling Services" to the attention City of Cleveland, Alice Rios - City Secretary.

The City of Cleveland, (hereinafter called "CITY") invites proposals on the form attached hereto. Sealed proposals shall be submitted, including one (1) marked original, three (3) marked duplicate and one digital copy on a USB Drive utilizing the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on Bids; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding. The name and address of BIDDER shall be marked on the outside of the submitted bid packet, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification. Any bid received after the time and date specified shall not be considered.

**4. Withdrawal of Proposals**

Proposers may withdraw their proposal at any time prior to the date and time specified for the proposal deadline. A proposer may resubmit their proposal at any time prior to the proposal deadline, pursuant to the procedures and requirements stated herein. Once proposals are opened, no proposer may modify or withdraw their proposal.

## **5. Explanations, Clarifications, and Interpretations**

Any explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be requested in writing from the City Secretary, [arios@clevelandtexas.com](mailto:arios@clevelandtexas.com) before 5:00 PM, CST on February 8, 2024.

If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the City, and proposers shall not rely upon such explanations, clarifications, or interpretations. Only written explanations, clarifications, or interpretations by addendum shall be binding. No proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

## **6. Schedule Changes or Other Addendums to the RFP**

Schedule changes or other addendums to the RFP will be published in the purchasing section of the City's web site, and e-mailed to all individuals who have attended the pre-proposal meeting. It is the obligation of each proposer to make sure that it has received any and all addenda prior to submitting its proposal. The final addendum, if any, will be issued no later than 5:00 PM on Monday, February 12, 2024.

## **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 and recycling services to the City and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy or 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. The proposer agrees, by responding to this Request, that it has satisfied itself by proposer's own investigation and evaluations of information which will or could affect their performance, and that proposer's proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the City because of any information in this RFP which may prove to be erroneous in any respect.

## **8. 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 in writing to City Secretary Alice Rios at [arios@clevelandtexas.com](mailto:arios@clevelandtexas.com). **No direct contact with or lobbying of city management**

**and staff, members of the RFP evaluation committee or the City Council will be permitted during the RFP process.**

- No gifts, lunches or other gratuities may be offered or otherwise made available to the City.
- Vendors not complying with the above requirements will be disqualified.

**9. Right to Reject**

Until the final award by the City of Cleveland, the City reserves the right to reject any and/or all proposals, to waive any informalities or technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposers.

**10. Open Records Act and Ownership of Proposal**

The City is subject to the Texas Public Information Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. 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 Cleveland without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

**II. EVALUATION CRITERIA AND AWARD PROCEDURES**

**1. Criteria for Evaluating Proposals**

All proposals will be evaluated by a Proposal Evaluation Committee. The committee will review the proposals and may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence. During the review process, the City reserves the right, to request additional information or clarifications from those that submitted proposals. In addition, the City reserves the right to conduct interviews of all or select proposers.

Proposal will be ranked by the committee according to the proposal evaluation criteria below. The committee will recommend the proposer that demonstrates the best value for the City based on the proposal evaluation criteria for final evaluation and determination by City Council.

<b>Criteria</b>	<b>Percent of Total</b>
Qualification and Similar Experience	<b>20</b>
Customer Service & Quality Assurance Plans	<b>20</b>
Service Proposal	<b>20</b>
References	<b>10</b>
Cost Proposal	<b>30</b>
	<b>100%</b>

**2. City Council Award**

The Proposal Evaluation Committee will recommend the winning proposer to the City Council for award. Award of Contract, if any, will be made by formal action of the City Council.

Rules prohibiting contact with city officials as described in the “Notice to Proposers” will be strictly enforced and will result in disqualification of any proposer from further consideration. Proposers shall not offer or present gifts of any kind to individual council members or the council as a whole, or to City staff.

**3. Proposal Timeline**

February 1, 2024	Bid Notice published
February 8, 2024	Bid Notice published
February 8, 2024, 10:00 AM, CST	Pre-Proposal Meeting (not mandatory)
February 8, 2024, 5:00 PM, CST	Deadline for submitting questions
February 12, 2024, 5:00PM, CST	Deadline for final addendum
<b>February 15, 2024, 2:00 PM, CST</b>	<b>Proposal deadline</b>
March 4-7, 2024	Finalist interviews (Tentative)
March 19, 2024	Award of contract by City Council
May 1, 2024	Commencement of services

**III. BACKGROUND**

The City’s current contract for solid waste expires on April 30, 2024. The current contract provides for residential services, commercial services, and City services. The current contractor is responsible for disposal of all solid waste pursuant to the contract. This section provides background information regarding the current contract for solid waste services.

**1. Residential Services**

Under the current contract, the contractor provides solid waste services to approximately twenty-four hundred and five (2,405) residential units. **Appendix F** provides historical residential tonnage amounts. Estimated projected growth for the next five years reflects a 15% increase in residential units.

The current contractor provides collection of solid waste via automated side load trucks and contractor provided carts. Residential solid waste is collected once a week on Thursdays in 96-gallon poly carts. Residents are provided extra carts when requested for an additional per cart per month fee.

Bulky waste and brush are collected one (1) time per month on the last Thursday of the month.

Currently, residential services has set-out limits. The current contractor will only collect solid waste that are in the contractor provided carts, with the exception of bulk waste and brush. Contractor agrees to collect up to, but not to exceed, twelve (12) items of

bulky waste/bundles with all brush cut and tied into bundles from each residential unit and placed curbside once per month.

## **2. Commercial Services**

In addition to providing residential services, the current contractor provides solid waste services to approximately two hundred and seventy-seven (277) commercial units, and fourteen (14) City facilities.

Commercial units that generate relatively smaller quantities of waste are provided poly carts and are serviced on Thursdays, along with residential customers. There are currently thirty-five (35) commercial locations that have elected to be serviced via poly carts and an accumulated total of forty-eight (48) carts. The remaining commercial units receive solid waste services via dumpsters **Appendix B** provides a summary of current solid waste service levels for commercial units.

## **3. Roll-off Services**

The current contractor is the exclusive provider of permanent roll-off services, but IS NOT an exclusive provider of temporary roll-off services within the City. Individual units can select, contract, and be billed directly through the vendor of their choice for temporary roll-offs. The City does not have any historical information related to temporary roll-off services used within the City.

## **4. City Services**

The current contractor provides City services at no charge. The following is a summary of City services provided at no charge under the current contract:

- **City Facilities Solid Waste.** Solid waste services to City facilities. City facilities service level information is provided in **Appendix C**.
- **City Sponsored Events Solid Waste Services and Portable Toilet Rentals.** There are approximately ten (10) to fifteen (15) City sponsored events per year.

## **5. Eligible Disaster Debris**

In the event of a hurricane, tornado, major storm, or natural disaster, the successful bidder will have NO obligation to collect any ELIGIBLE disaster debris resulting there from. The City maintains a debris management contract.

# **IV. SPECIFICATIONS**

The purpose of this section is to familiarize proposers with the requested scope of services.

## **1. Contract and Contract Term**

The contract awarded in response to this RFP will be for the provision of solid waste and recycling services to commence on May 1, 2024. Subject to the other terms of the contract, the term of the contract services to be performed shall be five (5) years five (5) months, ending September 30, 2029. The contract may be terminated after the passage of three (3) years upon one party giving the other one hundred eighty (180) days advance

written notice. This provision in no way limits the City's right to terminate the contract at any time during its term pursuant to the provisions set forth in the contract.

The terms of the contract shall be as set forth in **Appendix G** attached hereto. By submitting a response to this Request for Proposal, Proposer is agreeing to the terms and conditions of the contract.

**2. Exclusive Services**

The successful proposer shall have the exclusive right to provide all solid waste collection services to residential units and commercial units within the City. In addition, the successful proposer shall have the exclusive right to provide all recycling collection services to residential units. The successful proposer, not the City, shall be solely responsible for defending the rights granted to the successful proposer herein against third parties.

**3. Residential Services**

The successful proposer will need to provide once or twice per week solid waste services. Additionally, the proposer will provide options for recycling services to each residential unit. Solid waste and recycling services will be provided utilizing 90-96 gallon carts. The successful proposer shall collect all solid waste contained in solid waste carts and program recyclable materials contained in recycling carts. In addition, the successful proposer shall collect all Christmas trees outside of carts. The successful proposer will also provide a minimum of once a month bulky waste and brush services to each residential unit. The City may consider alternative proposals for recycling, bulky waste and brush services.

**4. Commercial Services**

The successful proposer will provide collection of solid waste to each commercial unit a minimum of one (1) time per week. For commercial units that are low waste generators, the successful proposer will provide collection of solid waste via one (1) or two (2) 90-96 gallon carts, on the same one (1) or two (2) time weekly schedule as residential units. For other commercial units, the successful proposer will provide collection of solid waste up to six (6) days per week via 2 cubic yard (CY), 3 CY, 4 CY, 6 CY, and 8 CY dumpsters without vertical compactors and 4 CY, 6 CY, and 8 CY dumpsters with vertical compactors. Commercial units will be able to select the number of collections per week.

**5. Roll-off Services**

The successful proposer will provide solid waste services via permanent roll-offs to customers. The successful proposer will provide solid waste services via 20 CY, 30 CY and 40 CY roll-offs with and without compactors. The successful proposer will not be the exclusive provider of temporary roll-offs, including the provision of solid waste collection services to construction projects within the City.

**6. City Services**

The successful proposer will provide City services at no charge to the City. City services

includes the following:

- **City Facilities Solid Waste Service.** The successful proposer will provide solid waste services to all current and future City facilities.
- **Collection and Disposal of Illicit and Illegal Dumping on City Property.** The City will occasionally have appliances or other bulky debris illegally dumped on city property such as greenbelts, parks, medians or rights of way. The successful proposer will collect and dispose of such materials at no charge. The City will be responsible for notifying the successful proposer and the successful proposer will have up to two (2) business days to complete the task.
- **City Sponsored Special Events.** The successful proposer will provide solid waste services to any City sponsored special event. The successful proposer will provide up to twenty-five (25) 90-96 gallon solid waste carts per event or containers equivalent, with dumpster pick up. The City will provide a minimum two-week notification to the successful proposer of scheduled events.
- **Animal Shelter Special Services.** Currently, the City Animal Shelter has little to no need for disposal of dead animals. If that changes, the successful proposer will provide collection and disposal services.
- **Community Sponsorship Contribution.** The successful proposer will donate, annually, to the City Sponsored events listed on **Appendix E**. Monetary donations shall be received no later than June 1<sup>st</sup> of each year.
- The City will consider other value-added options/alternatives.

## 7. Disposal and Processing Services

The successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs. All solid waste collected under the contract shall be disposed at a disposal site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under the contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

## 8. Set-out Limits

The successful proposer should collect all solid waste and recyclable materials set-out in carts, dumpsters, and roll-offs. For residential units, the successful proposer shall collect all Christmas trees from residential service units. With bulky waste services for residential units, the successful proposer shall collect all bulky waste from each residential unit.

The successful proposer will tag items placed for collection that are not collectable under the terms of the contract. The successful proposer should promptly notify the City of the address where the tagged item is located, but no later than by 5:00 PM, Central Time, the same business day. The process and forms utilized to provide notice to customers will need to be approved by the Utility Billing Manager. The City shall be the sole and final judge as to whether a set-out does not conform to the set-out limits.

## 9. Inspection of Set-outs

The successful proposer may inspect each set-out prior to collection for compliance with the contract. Prior to collection of the set-out, the successful proposer may designate a set-out as an unacceptable set-out for the following reasons:

- Set-out exceeds the set-out limits established in the contract.
- Set-out of program recyclable materials contains more than twenty-five percent (25%) of non-recyclable materials by weight.

The successful proposer may not designate a set-out as an unacceptable set-out for any reason other than those identified in the contract. If the successful proposer designates a set-out as an unacceptable set-out for any of the reasons set forth in the contract, the successful proposer shall:

- Collect the portion of the set-out that is properly set-out
- Immediately provide an unacceptable set-out notice to the customer stating the reason the set-out or portion of the set-out was designated as unacceptable.

For all unacceptable set-outs, the successful proposer shall provide a written report of the unacceptable set-outs including the address, reason set-out was an unacceptable set-out, and other information as requested by the City to the City by 5:00 PM, Central Time, the same business day.

## **10. Collection Days and Schedule**

Residential Collection shall be provided between 7:00 AM, Central Time and 7:00 PM, Central Time. Commercial collection may be extended beyond the 7:00 AM, Central Time and 7:00 PM, Central Time with written authorization by the Utility Billing Manager. Excluding call-in services, the successful proposer shall perform collections on a regular schedule on the same day and approximately the same time each week. Residential services shall be provided Thursday, however the City will consider other days if provides benefits to our residents. Commercial services shall be provided Monday through Saturday. The successful proposer shall not change collection days or schedules to residential units without written authorization by the Utility Billing Manager.

The City and the successful proposer shall mutually agree to holidays to be observed. Currently observed holidays are Thanksgiving Day, Christmas Day and New Year's Day. The City would like to maintain service levels for weeks with observed holidays. Please present a plan for these weeks.

The City shall determine the service level, including container type and collection frequency, and schedule for all City facilities services. Commercial services and roll-off services customers and the successful proposer shall agree upon the collection schedule and days subject to no objection by the City.

## **11. Missed Collections**

The successful proposer shall notify the City by 4:00 PM, Central Time when a route may not be completed before 7:00 PM, Central Time. The successful proposer shall notify the City immediately upon discovering a street, portion of a route, or a complete route was

not collected as scheduled. When notification of a missed collection is received by the successful proposer before 4:00PM, Central Time and it cannot be proven by a mutually acceptable method, that the successful proposer attempted to provide services to such customer, the successful proposer shall dispatch a truck and provide the collection before 7:00 PM, Central Time on the same day. When notification of a missed collection is received by the successful proposer after 4:00 PM, Central Time and such allegations cannot be disproved by a mutually acceptable method, the successful proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided. When notification of a missed collection is received after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the successful proposer shall provide collection within the first three (3) hours of the day after the holiday.

## **12. Program Recyclable Materials**

At a minimum, the successful proposer shall collect, in a single stream system, the following recyclable materials: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, and magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, glass bottles/jars/containers. The City requests proposers to identify other materials that City may include in the Recycling Services. Please detail what items will not be recycled.

## **13. Bulky Waste**

Bulky waste must, at a minimum, include yard waste and any item that will not properly fit inside of a cart, and or requires special attention. The successful proposer may opt to use a mulching or composting facility for the yard waste, however, the City will not place additional or special requirements on residents to separate or prepare yard waste for this purpose.

## **14. Spills, Leaks, and Litter**

The successful proposer shall exercise care to prevent spilling, leaks and littering during the collection process. The successful proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful proposer's vehicles, or by successful proposer's employees or subcontractors while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

## **15. Vehicle Maintenance and Specifications**

All vehicles shall be kept in a clean and sanitary condition. Collection vehicles shall be painted in the successful proposer's color or colors schemes, with logo. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful proposer.

Collection vehicles shall be sufficient to provide the services specified. 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 successful proposer's staff and driver may communicate during the route collection. In addition, collection vehicles should be equipped with back-up cameras and spill kits; GPS tracking capability is preferred.

#### **16. Carts**

The successful proposer will be responsible for the purchase of carts that meet the requirements set forth in **Appendix D**. The successful proposer will be responsible for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to the carts. The successful proposer purchases the carts and shall supply all additional new carts during the contract term. The successful proposer shall maintain ownership of carts at the expiration of the contract.

Upon notice from the City, the successful proposer shall deliver new carts to new customers. The successful proposer will be responsible for responding to requests from and delivering carts to customers who need a cart replacement for whatever reason.

Carts shall be replaced, repaired or new carts delivered on Wednesday's (or at least one day prior to collection if collection day is changed) between 7:00 AM and 5:00 PM. Used carts must be cleaned prior to reentry into the system and delivery to customers. Damaged carts shall be removed at the same time a replacement cart is delivered. In the event that all carts will not be repaired, replaced or delivered on Wednesday, the City will be notified no later than 4:00 PM that day. The City should be notified what addresses will not be repaired, replaced or delivered so the customers can be notified. The residential units not completed on Wednesday will be completed the next day.

Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the cart causing the cart to melt, and procedures to follow to minimize potential fire problems.

#### **17. Dumpsters, Roll-offs, and Compactors**

The successful proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, compactors owned by the successful proposer. Customers may elect to purchase compactors. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be painted at least once every 2-1/2 years and should be steam cleaned at least once each year or as directed by the City.

The successful proposer is responsible for removing graffiti from its dumpsters, roll-offs, and compactors. Collection drivers shall notify the successful proposer at the end of each

day of any dumpster, roll-off, or compactor containing graffiti. The successful proposer shall remove any graffiti from its dumpsters, roll-offs, and compactors within five (5) business days of notification. Each dumpster, roll-off, and compactor of the successful proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A dumpster, roll-off, or compactor of the successful proposer shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the successful proposer to install and service a dumpster, roll-off, or compactor. Damage to dumpster, roll-off, or compactor on customers' premises is at the successful proposer's risk, as between those parties and without affecting the risk or liability of others. The successful proposer shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the successful proposer's negligence. The successful proposer shall repair or replace within one business day any dumpster, roll-off, or compactor that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

#### **18. Customer Service and Complaint Resolution**

The successful proposer shall maintain an office or other facilities through which they can be contacted by phone or email. It shall be equipped with sufficient telephones having local or toll freephone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When collection is postponed one day for the holiday schedule the successful proposer'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 and voicemail shall be available at all other hours.

The successful proposer will be primarily responsible for complaints and the City will forward all initial complaints to them for resolution.

Customer complaints shall be directed to the successful proposer, and the successful proposer will give each complaint received prompt and courteous attention. Complaints must be addressed and solution in progress within five (5) days of the successful proposer being notified. The successful proposer shall maintain a log of complaints and shall provide to the City, on at least a monthly basis, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

In the event that a complaint cannot be resolved and the City's Utilities Department is notified by the complainant, it will be the successful proposer's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The successful proposer shall provide a single source contact for the City's Utilities Department for complaints or other city needs and shall communicate back with Utilities Department within two (2) hours of initial outreach.

Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section is and shall be a material term of the contract.

#### **19. Customer Grievances.**

The successful proposer will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in a meeting with an aggrieved customer within 24 hours of notification. The decision of the City shall be final and binding.

#### **20. 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:

- The period from the date the contract is executed until three (3) months after the actual 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 successful proposer'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.
- After the Implementation Phase, meetings shall be held at least on a bi-annual 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.
- 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.

#### **21. Newsworthy and Emergency Notifications**

During the term of the contract, there may be activities or circumstances, positive or negative, involving the successful proposer's business that could be newsworthy.

Likewise, the successful proposer, or the successful proposer's employees could be involved in a motor vehicle accident, an environmental accident or other significant event(s) related to proposer's service to City. The successful proposer must contact the City's Utility Billing Manager immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the successful proposer 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 successful proposer, a related business of the successful proposer, or the successful proposer'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.

## **22. Customer Notifications**

The City will coordinate with the successful proposer and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the successful proposer. All other notices shall be printed and distributed by the City on behalf of Contractor.

## **23. Reporting**

The successful proposer shall provide the following weekly reports to the Utility Billing Manager and monthly reports to the City Manager and Utility Billing Manager. Reports shall be in a format approved by the Utility Billing Manager.

Complete and accurate weekly reports must be submitted to the Utility Billing Manager by 10:00 AM, Central Time each business day. Daily reports must contain the following information:

- **Daily Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
- **Unacceptable Set-out Log**- Spreadsheet of unacceptable set-outs by address and description of reason.

Complete and accurate monthly reports must be submitted to the City Manager and Utility Billing Manager on or before the tenth (10th) of each month. Monthly reports must contain the following information:

- **Amount of Solid Waste and Program Recyclable Materials Collected** – Spreadsheet listing amounts (in tons/pounds) of solid waste and program recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.
- **Customer List for Roll-off Services** – identify each by address and level of service, name, and contact information.
- **Billing and Revenue Documentation** – documentation justifying the successful proposer's billings and revenue derived by the successful proposer for services within the City.

## **24. Commingling of Materials Prohibited**

Except, when approved in writing by the City, the successful proposer shall not commingle the recyclable materials with other materials. Commingling of materials in violation of the contract is a breach of the contract and may result, at the City's discretion, in administrative charges and/or termination of the contract.

## **25. Disposal of Recyclable Materials Prohibited**

The successful proposer shall not dispose of any recyclable materials collected for

recycling, or market such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of the materials, except when previously approved, in writing, by the City.

Disposal of recyclable materials collected for recycling, or marketing of such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of such materials, except when previously approved by the City, is a breach of the contract and may result in administrative charges and/or termination of the contract. In this section, “dispose” or “disposal” means the delivery to and deposit of recyclable materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized recycling facility.

## **V. PROPOSAL CONTENT**

Proposers must submit the following information with Proposal packets in support of their Proposals. Proposers are encouraged to use the following format as a Table of Contents for submittals.

### **1. Letter of Intent and Company Overview**

Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the RFP due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.

### **2. Forms**

Bidder Questionnaire

Conflict of Interest Questionnaire

Texas Ethics Commission form 1295

File online at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Cost Sheet- Cost sheet only includes required minimum services. Please include pricing for all proposed alternatives as well.

### **3. Method of Approach**

#### **a. Overview of Approach to Services**

Provide a brief overview of the method of approach for providing the following:

##### **1) Residential Services.**

Please specify if collection will be done via hand collection, Automated Side Load (ASL) trucks, or by another method, and what the plan/strategy will be for collection.

##### **2) Commercial Services**

##### **3) Roll-off Services**

##### **4) City Services**

#### **b. Residential Services Collection Route Schedules and Maps**

Proposer shall include a proposed route schedule and maps for Residential Service Units. The City has a strong preference to maintain the current service schedule.

Proposers must describe the collection route schedules and maps.

**c. Recyclable Materials to be Collected**

Identify all program recyclable materials to be collected.

- 1) Identify any additional materials that can be collected as part of the recycling program at no additional cost.
- 2) Proposer shall describe approach to processing materials that can be collected as part of the recycling program.

**d. Description of Carts**

- 1) Proposer shall describe the carts that will be purchased by the Proposer.  
The description shall include, at a minimum, the manufacturer, capacity, and color. All solid waste carts provided shall be the same color. Recycling carts shall be blue. Photos of the proposed carts should be included.
- 2) If requested, Proposer shall provide a sample of the carts to the City.
- 3) Approach to Minimize Cart Damage: Proposer shall describe procedures used to minimize damage to carts.
- 4) City shall have the sole decision in determining the appearance of carts.

**e. Description of Commercial Containers**

- 1) Descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed commercial containers and roll-offs should be included.
- 2) Proposers must provide a description of the maintenance program, including frequency of cleaning and any fees associated with excessive maintenance.
- 3) Proposers must offer, at a minimum, dumpster of the following sizes: two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, and eight (8) cubic yard. In addition, Proposers must offer, at a minimum, compacting dumpster of the following sizes: two (2) cubic yard; three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, and eight (8) cubic yard. Proposers may offer additional commercial container sizes.
- 4) Proposers must offer, at a minimum, roll-offs of the following sizes: ten (10) cubic yard, twenty (20) cubic yard, thirty (30) cubic yard, and forty (40) cubic yard. In addition, Proposers must offer compacting roll-off of twenty-five (25) cubic yards, thirty (30) cubic yards, and forty (40) cubic yards in size. Proposers may offer additional commercial roll-off container sizes.

**f. Description of Collection Vehicles**

Proposer shall provide a description of all collection vehicles to be used to provide service under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:

- 1) Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
- 2) Size of vehicles for alley collection vs. non-alley collection.
- 3) Number of front line and spare vehicles to be used to perform each service.
- 4) Any future equipment to be acquired and a timeline for acquisition of new equipment.
- 5) Number of personnel needed for each collection crew to conduct each service.

- 6) Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles.
- 7) Environmental features or benefits of proposed collection vehicles (e.g. compressed natural gas).

**g. Disposal and Processing Facility Information**

Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Agreement.

- 1) Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
- 2) Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
- 3) Contact name and phone number of the site manager.

**h. Description of Exceptions**

Proposer shall identify any and all exception(s) to this RFP and the Agreement. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Agreement will be considered and included in the City's evaluation. If Proposer fails to list any exceptions, Proposer shall not raise any exceptions later if selected for award and the terms herein for this RFP shall be binding.

**4. Optional and Alternative Services**

The City will consider proposals for optional services or alternative approaches to required services including the following. These are not required in the proposal and acceptance of any proposed as part of a resulting agreement is not guaranteed.

**a. Alternative Residential Service**

- 1) The City will consider twice a week and/or alternative service dates for residential service units.
  - Price for two (2) carts serviced one time a week
  - Price for one (1) cart serviced twice a week

**b. Recyclable Materials**

- 1) The City will consider once a week, one every other week or once a month service days.

**c. Household Hazardous Waste and Electronics**

- 1) Identify all household hazardous waste and electronics that can be collected.
- 2) Describe approach to collecting program household hazardous waste and electronics including scheduling and set-out procedures. City will consider proposals to collect household hazardous waste and electronics as community events or as scheduled pick up.
- 3) Describe approach to processing materials that can be collected as part of the program household hazardous waste and electronics program.

**d. Additional Bins and Carts**

If residential service units may request additional carts or bins for solid waste or recycling, please explain the process and the cost.

**e. Bulky Waste and Brush Collection Alternative Plans**

The City will consider weekly, every other week or other alternatives to the current once monthly schedule for bulky waste and brush. If differences in schedule or set out limits apply, please make sure they are included. The City will also consider alternative plans for yard trimmings. Please make sure any differences in schedule or set out limits are explained in detail. If changes to Bulk Waste and Brush collection causes changes to other collections (for example alternating weeks for Bulk Waste and Recycling) please explain in detail.

**f. Alternative Holiday Schedule**

The city would like to maintain weekly pick up on weeks when residential collection is interrupted by a holiday. Please list holiday's that would disrupt residential pick up and a proposed schedule based on the day(s) of the week that would be missed.

**5. Description of Customer Service**

**a. Description of Customer Service Policies and Procedures**

Proposers shall include the following:

- 1) Description of customer complaint resolution procedures.
- 2) Proposed customer call center information.
- 3) Description of proposed policies for set-outs that exceed set-out limits.

**b. Description of Customer Billing Policies and Procedures**

Proposer shall describe the policies and procedures to be used for billing services (excluding base services for Residential Services). Proposer shall include a description of proposed non-payment procedures.

**6. Description of Transition Plan**

Proposer will describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:

- 1) Individual or group of individuals that will oversee the execution of the transition plan.
- 2) Proposed approach, including equipment, personnel, and schedule, for delivering carts to Residential Service Units. Proposers shall also describe how the delivery of carts will be conducted in coordination with removal of the existing cans/carts used by customers.
- 3) Proposed approach for commercial container delivery, including a proposed date for the completed transition.
- 4) Overall schedule for the transition.
- 5) Proposed strategies for customer communication regarding the transition of service providers, including Residential Service Units and Commercial Service Units.

**7. Experience and References**

**a.** Briefly describe in the Proposer's experience that is relevant to this RFP.

**b. Experience of Key Personnel.**

Provide a list of personnel in key positions (General Manager, Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service

Manager, Public Spokesperson, etc.). For each key personnel, Proposer shall provide the following information:

- 1) Description of direct experience in solid waste and recycling services.
- 2) List of industry training and certifications;
- 3) Office location of personnel
- 4) Amount of time per week that will be dedicated to the City contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the city contract.

**c. References.**

Proposers shall provide a minimum of five (5) references for other municipalities, preferably in the Houston area, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:

- 1) Name of municipality and description of services provided, including number of Residential Service Units and Commercial Service Units.
- 2) Contact person, including name, title, phone number, and email address.
- 3) Number of years of service and year in which services began.

**d. Claims.**

- 1) List each lawsuit, administrative proceeding, and arbitration proceeding to which You have been a party in the last 3 years in the State of Texas.
- 2) Give the style of the case, its number, the court or agency with which it was filed, and the names and addresses of the other parties.

**8. Insurance and Performance Bond.**

- a. Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.

**9. Brochures, Flyers, Promotional Material.**

Proposer may provide any additional brochures, flyers, promotional information, etc. for the City's consideration.

**VI. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES**

The successful proposer shall secure and maintain throughout the duration of the 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 successful proposer to maintain adequate insurance coverage at all times. Failure of the successful proposer to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

**1. General Requirements**

Satisfactory policies of insurance shall be filed with the City prior to starting any work under the contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

The successful proposer 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 be authorized to conduct business in the State of Texas.

## 2. Workers Compensation Insurance Coverage

A. Definitions related to Workers Compensation Insurance Coverage:

- 1) **Certificate of coverage ("certificate")** - copy of a policy 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 successful proposer's employees providing services under the contract for the duration of the contract.
  - 2) **Duration of the Contract** - includes the time from the commencement of services and continuing for five years and five months. Persons providing services includes all persons or entities performing all or part of the services the successful proposer has undertaken to perform under the contract, regardless of whether that person contracted directly with the successful proposer 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 successful proposer 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 successful proposer providing services on the project, for the duration of the project.
- C. **The successful proposer must provide a policy reflecting required coverage to the City prior to commencement of service.**
- D. If the coverage period shown on the successful proposer's current policy ends during the duration of the project, the successful proposer must, prior to the end of the coverage period, file a new policy with the governmental entity showing that coverage has been extended.
- E. The successful proposer shall obtain from each person providing services under the Contract, and provide to the City:
- 1) a policy of coverage, prior to that person beginning work on the project, so the governmental entity will have on file policies of coverage showing coverage



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

5. 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.

**6. 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 successful proposer to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage caused by the alleged negligence of the successful proposer 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 successful proposer shall indemnify, defend and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

**7. Indemnity and Release**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR**

**PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND ANY OTHER PROVISION RELATING TO THE SUBJECT MATTER OF THIS SECTION IS VOID AND OF NO EFFECT.**

**8. Termination Clause**

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

**9. Performance Bond**

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This amount 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 prior to May 1<sup>st</sup> each year of the contract.

**VII. FINANCIAL TERMS**

**1. Billing and Payments**

City shall provide billing and bill collection services for Residential Units only. Contractor shall provide billing and bill collection services for all Commercial Units, Industrial Units; including temporary Roll-Off Bins, during the term of the Agreement.

Within ten (10) days of the end of each month during which collection services are provided by Contractor, Contractor shall submit to the City invoice setting forth sums due by the City to the Contractor for services rendered to Residential Units for the current month. The City shall remit to Contractor, payment for services to Residential Units, within thirty (30) days after receipt of invoice.

The invoice should be split into two (2) sections, as follows.

- 1) Residential, showing the number of units
- 2) Residential extra carts, showing the number of carts
- 3) Roll-Offs

In the event that the City uses Temporary Roll-Offs, invoices sent for such service shall be paid within thirty (30) days after receipt of invoice.

The City shall notify the Contractor of any Residential Unit that has failed to pay the City for Solid Waste Services, and Contractor, upon written direction from the City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

The City shall provide the successful proposer a customer list for residential services and commercial services identifying each by address and level of service. The successful proposer shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the successful proposer shall update the customer list quarterly.

The City will be responsible for billing and collection of payments for residential services. The successful proposer will be responsible for all commercial billings and collection of payments, including temporary roll-off services.

The successful proposer shall bill customers in accordance with the contract and then-current rate schedule plus the then-current franchise fee. The successful proposer shall not bill customers for any fees other than those specifically authorized in the contract.

Within thirty (30) calendar days of receipt of invoice, the City shall remit to the successful proposer payment, less any franchise fees, disputed amounts, administrative charges, and payments withheld in accordance with the contract, for residential services rendered by the successful proposer and billed by the City for the prior month.

## **2. Billing and Franchise Fees**

The City shall be entitled to receive an eleven percent (11%) franchise fee based on net revenue received from commercial customers who use poly carts or dumpsters for waste collection and a six percent (6%) franchise fee based on net revenue received from customers who use roll-off bins for waste collection services rendered by the contractor hereunder. The City shall retain its eleven percent (11%) franchise fee from residential customers that the City invoices and collects directly. Net revenue excludes sales tax, other federal, state or locally required fees or charges, and the franchise fee itself. Contractor shall remit commercial, commercial dumpster and roll-off bin franchise fees to the City with thirty (30) days after the end of each calendar month. The City may increase or decrease the franchise fee with ninety (90) calendar days' written notice.

### 3. Liquidated Damages

The successful proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful proposer agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as liquidated damages for failure of the successful proposer to fulfill its obligations as provided hereafter. The following acts or omissions shall be considered a breach of the contract subject to liquidated damages and City may require payment by the successful proposer of the charges set forth for each act.

- A. Failure to complete all collections between 7:00 AM and 7:00 PM: \$1,000 per route.
- B. Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the successful proposer as an unacceptable set-out, and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street.
- C. Missed residential unit block: \$500 per incident the successful proposer failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the successful proposer as unacceptable set-outs and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on block.
- D. Failure to correct a missed collection as specified in this contract: \$25 per occurrence per day.
- E. Failure to clean up spill as specified in this contract: \$200 per incident per day.
- F. Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
- G. Failure to distribute unacceptable set-out notice in accordance with the contract: \$20 per occurrence.
- H. Failure to submit an accurate report in the specified format, as required by the contract: \$200 per report per calendar day.
- I. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- J. Failure to respond to any customer complaint in accordance with contract: \$100 per incident per calendar day.
- K. Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.

City may impose Liquidated Damages when the Utility Billing Manager determines that performance consistent with the provisions of the contract has not occurred. The Utility

Billing Manager shall notify the successful proposer/contractor in writing or electronically of each act or omission under the terms of the contract reported to or discovered by City or its designee. It shall be the duty of the successful proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the successful proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of the contract.

#### **4. Modification to Rates**

The successful proposer shall submit a written request for modification to fees on or before April 1, 2025 for fees proposed on or after October 1, 2025 and every April 1st thereafter. If the successful proposer fails to submit a written request for modification to rates on or before April 1st, the successful proposer waives the right for a modification to rates.

All fees shall remain fixed from the execution of the contract through October 1, 2025. The adjustment, increase or decrease, shall be a composite of two indices, including the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth herein.

- **CPI Adjustment.** Rates will remain fixed as set forth on the Price Sheets, and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2025. Commencing on October 1, 2025 and continuing annually on each October 1st, rates, excluding Franchise Fee, may be adjusted by eighty percent (80.0%) of the Consumer Price Index for All Urban Consumers (CPI-U): Houston-The Woodlands-Sugar Land Area, less food and energy, (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI-U") increase or decrease from the most recent February to the preceding February. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI-U, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- **Fuel Adjustment.** Rates will remain fixed as set forth on the Price Sheets, and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2025. Commencing on October 1, 2025 and continuing annually on each October 1st, rates, may be adjusted by eighty percent (80.0%) of the Consumer Price Index (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") increase or decrease from the most recent February to the preceding February; published in March. Proposers, instead of using above C.P.I., may provide an explanation of any proposed fuel surcharges including what triggers a fuel surcharge and how it would be calculated for consideration by the City.

#### **5. Recyclable Materials Revenues**

Contractor shall retain all revenues from the sale of Recyclable Materials.

## **VIII. MISCELLANEOUS**

### **1. License and Taxes**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

### **2. Compliance with Laws**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this RFP/Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

### **3. Transferability of Agreement:**

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement 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. Upon the assignment, the assignee shall assume the liability of the Contractor.

Notwithstanding anything contained herein to the contrary, Contractor shall have the right to assign this Agreement, without the City's consent, (i) to an affiliate of Contractor, (ii) to a third party that acquires substantially all solid waste collection and transportation assets of Contractor utilized by Contractor in connection with Contractor's performance of its obligations hereunder, or (iii) to a third party that acquires the solid waste collection and transportation operating division of Contractor performing Contractor's services hereunder.

### **4. Indemnification by City and Arbitration Provisions Prohibited**

The City is a governmental entity and takes the position that any attempted contractual provisions offered from Contractor/proposer requiring City indemnification are contrary to law, violate public policy, void and are not in compliance with this RFP. Similarly, the City objects to any attempts to require mandatory arbitration for dispute resolution. Venue for any dispute/litigation shall lie exclusively in Liberty County, Texas.

## Appendix A: Current Rate Schedule

### Residential Single Family Collection Rates

1 -96 gallon cart per home (1 x per week service only)	\$ 14.51	Per cart/month  **billed on city billing to residents
Pink Tag Service (rate per tag)	\$ 1.95	
Additional Solid Waste Cart Per Month - Limit 4 carts per home	\$ 6.78	

### Commercial Hand Load Collection Rates

1- 96 gallon cart per business (1 x per week service only)	\$ 26.10	Per cart/month  **billed on city billing to business
Additional Solid Waste Cart Per Cart Per Month	\$ 26.10	

### Commercial Solid Waste Front End Loading Collection Rates

Service Frequency per Week							
Container Size	1x	2x	3x	4x	5x	6x	Extra
2 yard front end loading (Per Container Per Month)	\$ 71.49	\$ 140.66	\$ 210.96	\$ 281.30	\$ 351.66	\$ 421.99	\$ 71.49
3 yard front end loading (Per Container Per Month)	\$ 107.26	\$ 210.98	\$ 316.53	\$ 423.51	\$ 527.44	\$ 632.96	\$ 78.64
4 yard front end loading (Per Container Per Month)	\$ 142.99	\$ 281.28	\$ 421.99	\$ 562.48	\$ 703.27	\$ 843.97	\$ 85.80
6 yard front end loading (Per Container Per Month)	\$ 214.47	\$ 421.99	\$ 632.96	\$ 843.97	\$ 1054.93	\$ 1,265.90	\$ 92.95
8 yard front end loading (Per Container Per Month)	\$ 283.11	\$ 562.63	\$ 852.81	\$ 1,125.28	\$ 1,403.29	\$ 1,687.87	\$ 100.10
Locks and Bars (per month)	\$ 14.34						
Casters (per month)	\$ 14.34						

### Commercial Front End Loader Compactor Solid Waste Collection Rates

Service Frequency per Week							
Container Size	1x	2x	3x	4x	5x	6x	EXTRA
4 yard front end loading compactor (Per Container Per Month)	\$ 190.52	\$ 376.37	\$ 564.52	\$ 791.79	N/A	N/A	\$ 85.85
6 yard front end loading compactor (Per Container Per Month)	\$ 262.02	\$ 517.09	\$ 775.58	\$ 1033.56	N/A	N/A	\$ 92.95
Locks and Bars (per month)	\$ 14.34						
Casters (per month)	\$ 14.34						

### Commercial Roll Off Solid Waste Collection Rates

Roll Off Container Size (cubic yards)	Delivery Rate	Base Rate Per Haul	Per Ton	Rental per day
20 yard roll off container	\$ 229.18	\$ 554.37	N/A	\$ 6.52
30 yard roll off container	\$ 229.18	\$ 567.40	N/A	\$ 6.52
40 yard roll off container	\$ 229.18	\$ 632.62	N/A	\$ 6.52

### \*\*\*Commercial Roll Off Base Rates below are for City of Cleveland ONLY\*\*\*

#### Commercial Roll Off Solid Waste Collection Rates (for City of Cleveland only)

Roll Off Container Size (cubic yards)	Delivery Rate	Base Rate Per Haul
20 yard roll off container	\$ 123.94	\$ 495.74
30 yard roll off container	\$ 123.94	\$ 526.73
40 yard roll off container	\$ 123.94	\$ 588.37

### Commercial Compactor Solid Waste Collection Rates

Size	Delivery Rate	Base Rate Per Haul	Per Ton	Rental per day
30 yard compactor	Negotiated	\$ 560.90	N/A	\$ 6.52
33 yard compactor	Negotiated	\$ 586.97	N/A	\$ 6.52
34 yard compactor	Negotiated	\$ 600.01	N/A	\$ 6.52
35 yard compactor	Negotiated	\$ 613.06	N/A	\$ 6.52
40 yard compactor	Negotiated	\$ 619.56	N/A	\$ 6.52
42 yard compactor	Negotiated	\$ 626.09	N/A	\$ 6.52

## Appendix B: Current Commercial Dumpsters

	Weekly Pickups						
<b>Size</b>	1X	2X	3X	4X	5X	6X	<b>Total</b>
2 Yard	54	11	1	0	0	0	<b>66</b>
3 Yard	24	8	9	0	0	0	<b>41</b>
4 Yard	38	26	0	1	0	0	<b>65</b>
6 Yard	26	13	5	1	15	1	<b>61</b>
8 Yard	22	26	20	4	13	11	<b>96</b>
<b>Total</b>	<b>164</b>	<b>84</b>	<b>35</b>	<b>6</b>	<b>28</b>	<b>12</b>	<b>329</b>

	Weekly Pickups						
<b>Vertical Compactor</b>	1X	2X	3X	4X	5X	6X	<b>Total</b>
4 Yard	0	1	0	0	0	0	<b>1</b>
6 Yard	0	0	0	1	0	0	<b>1</b>
8 Yard	0	0	0	0	0	0	<b>0</b>
<b>Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>

<b>Commercial Roll Off Container</b>	<b>Quantity</b>
20 Yard Open Top	1
30 Yard Open Top	2
40 Yard Open Top	2
34 Self Contained CO	1
35 Stationary CO	1

## Appendix C: City Facility Services

Location Name	Street Name	Container	Container Size (YDS)	Weekly Service Frequency
City of Cleveland Barn	Peach St	1	3	1
City Hall	E Boothe St	1	3	2
Library	S Bonham	1	2	2
Fire Sta 1	E Boothe St	1	2	1
Stancil Park	Peach St	2	6YD/8YD	6
Police Dept	Peach St	1	3	1
Public Works	Nevell	1	3	1
City Hall	E Houston	1	6	1
Civic Center	Peach St	1	8	1
Senior Citizens	Peach St	4	4	2
Municipal Park	Highway 321	1	8	1
East WWTP	Hwy 321 Ste A	1	4	1
Fire Station 2	Grand Oaks Blvd	1	4	1
Airport	Hwy 787	2	3YD/4YD	1

## Appendix D: Cart Specifications

Compliance with or variation from the specification must be noted in the proposal.

1. Solid waste carts must have a capacity of 90-96 gallons.
  - Rubber-wheeled
  - Tight fitting lid capable of preventing entrance into the container by small animals.
2. Please provide prices and specifications for recycling containers that have a capacity of 90-96 gallons.
3. Uniform color (as approved by Contract Administrator)
  - Solid waste cart: to be determined by the successful proposer and City. Color must be consistent color throughout the duration of the contract, unless approved by the City PRIOR to Customer receipt. Any color changes must be clearly communicated to residents and Contractor personnel to avoid any confusion.
  - Recycling cart: blue
4. Contractor name and logo should be the only markings. City logo may also be included with approval.
5. One-piece molded handle
6. Molded-in foot tilter
7. For initial delivery, delivery shall be made directly to residents. Please include a plan for initial delivery.
8. The City of Cleveland will require a sample from the successful vendor prior to the placement of full order of carts.

## Appendix E: Community Investment Program

Back to School Spectacular	\$ 1,000.00
Bunny Blast	\$ 1,000.00
Christmas Parade	\$ 3,000.00
Clean Up Cleveland	\$ 2,500.00
Fall Market	\$ 2,500.00
Hometown Christmas	\$ 4,000.00
**July 4th Celebration	\$ 10,000.00
Treat Street	\$ 1,000.00

\*\*For an additional \$15,000 proposer can be the Title sponsor for the July 4<sup>th</sup> Celebration

- Proposer will provide 24 hauls – 30 yard roll-offs, at no charge to the City.
- Special Events: Cleveland Livestock Show: Proposer will provide the following services:
  - 1-8yard front end load dumpster serviced daily for the entire event.
  - 1-30 yard roll-off bin for trash at the entire event.

## Appendix F: Residential Tonage

<b>2022</b>	<b>Tons</b>
January	Not Available
February	227.71
March	257.71
April	258.81
May	234.78
June	320.23
July	233.88
August	270.67
September	369.83
October	231.21
November	248.83
December	352.09
<b>2022 Average</b>	<b>273.25</b>

<b>2023</b>	<b>Tons</b>
January	261.33
February	244.25
March	343.32
April	281.67
May	270.41
June	342.92
July	271.49
August	382.09
September	248.08
October	238.22
November	305.71
December	233.82
<b>2023 Average</b>	<b>285.28</b>

## Appendix G

### SOLID WASTE AND RECYCLING SERVICES CONTRACT

With

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THIS CONTRACT, effective when duly approved by the parties hereto is by and between the **CITY OF CLEVELAND, TEXAS** (hereinafter called the "City") and \_\_\_\_\_ (hereinafter called "Contractor") for solid waste and recycling services commencing on May 1, 2024 in accordance hereof.

#### WITNESSETH:

WHEREAS, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive right, license and privilege, within the corporate limits of the City, and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide solid waste and recycling services as specified and to perform all of the work called for and described in the Contract Documents.
2. Contractor shall be entitled to charge the rates as set forth in the Contract Documents.
3. The Contract Documents set forth below in order of their priority shall include the following, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:
  - a. This instrument, including Exhibit "A";
  - b. Addendum to this Agreement, if any;
  - c. City's response to the Questions and Answers to Request for Proposals, if any;
  - d. City's Request for Proposals, including general instructions, specifications and all other documents comprising the Request for Proposals;
  - e. Terms of bonds, if any;
  - f. Contractor's Response to the Request for Proposals; and
  - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

4. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor and the City, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
5. This Contract is entered into subject to the following conditions:
  - a. Contractor shall procure and keep in full force and effect throughout the term of the Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. Neither the Contractor nor the City shall be liable for the failure to wholly perform their respective duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the parties.
  - c. In the event that any provision or portion thereof of any of the Contract Documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of the Contract Documents shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
  - d. Verification and Certification No Boycott. To the extent applicable and by signature below Contractor verifies and certifies the following:
    - 1) Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
    - 2) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;
    - 3) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy

companies; and ii) will not boycott energy companies during the term of this Agreement.

- 4) Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, verifies and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents do hereby affix our signatures hereto.

EXHIBIT "A" Rates for Service

CITY OF CLEVELAND

\_\_\_\_\_  
Danny Lee, Mayor

ATTEST:

\_\_\_\_\_  
Alice Rios, City Secretary

CONTRACTOR:

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

EXHIBIT "A"  
RATES OF SERVICE

## Form 1: Bidder Questionnaire

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

1. Provide five (5) municipal references for whom you have performed similar solid waste and recycling service, preferably of comparable or greater size along with years/months of service for each reference.

Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years: \_\_\_\_\_ Months: \_\_\_\_\_

---

Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years: \_\_\_\_\_ Months: \_\_\_\_\_

---

Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years: \_\_\_\_\_ Months: \_\_\_\_\_

---

Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years: \_\_\_\_\_ Months: \_\_\_\_\_

---

Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years: \_\_\_\_\_ Months: \_\_\_\_\_

---

2. How many years have you been in business?

3. How many employees are available to service the City of Cleveland?

4. Describe how you will work with the CITY's Representative to ensure amicable and informative communication on a regular basis.

5. Provide any other information about your business that would further demonstrate proficiency or expertise.

6. Packet Check List:	Initial
a. Acknowledgement of Addendum (if any)	_____
b. Proof of Insurance	_____
c. Bidder Questionnaire	_____
d. Conflict of Interest	_____
e. Texas Ethics Commission Form 1295	_____
f. Cost Sheet(s)	_____
g. One (1) Original, three (3) duplicate copies, one (1) digital copy (USB)	_____

h. Proposer Packet Completed By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Form 3: Cost Sheet

Proposer: \_\_\_\_\_

Option # \_\_\_\_\_

Residential Single Family Solid Waste Collection Rates		
1 - 90-96 gallon cart per home ( _____ per week service)		Notes:
Additional Solid Waste Per Cart Per Month - Limit _____ carts per home		

Residential Bulky and Brush Collection Rates		
1x per month		
2x per month		

Residential Single Family Recycling Collection Rates		
1 - 90-96 gallon cart per home ( _____ per month service)		Notes:
Additional Recycling Per Cart Per Month - Limit _____ carts per home		

Commercial Hand Load Collection Rates		
1 - 90-96 gallon cart per business (1 x per week service only)		Notes:
1 - 90-96 gallon cart per business (2 x per week service only)		
Additional Solid Waste Cart Per Cart Per Month		

Commercial Solid Waste Front End Loading Collection Rates							
Service Frequency per Week							
Container Size	1x	2x	3x	4x	5x	6x	Extra
2 yard front end loading (Per Container Per Month)							
3 yard front end loading (Per Container Per Month)							
4 yard front end loading (Per Container Per Month)							
6 yard front end loading (Per Container Per Month)							
8 yard front end loading (Per Container Per Month)							
Locks and Bars (per month)							
Casters (per month)							

**Commercial Front End Loader Compactor Solid Waste Collection Rates**

**Service Frequency per Week**

Container Size	1x	2x	3x	4x	5x	6x	EXTRA
4 yard front end loading compactor (Per Container Per Month)							
6 yard front end loading compactor (Per Container Per Month)							
Locks and Bars (per month)							
Casters (per month)							

**Commercial Roll Off Solid Waste Collection Rates**

Roll Off Container Size (cubic yards)	Delivery Rate	Base Rate Per Haul	Per Ton	Rental per day
20 yard roll off container				
30 yard roll off container				
40 yard roll off container				

**\*\*\*Commercial Roll Off Base Rates for City of Cleveland ONLY\*\*\***

**Commercial Roll Off Solid Waste Collection Rates (for City of Cleveland only)**

Roll Off Container Size (cubic yards)	Delivery Rate	Base Rate Per Haul
20 yard roll off container		
30 yard roll off container		
40 yard roll off container		

**Commercial Compactor Solid Waste Collection Rates**

Size	Delivery Rate	Base Rate Per Haul	Per Ton	Rental per day
30 yard compactor				
33 yard compactor				
34 yard compactor				
35 yard compactor				
40 yard compactor				
42 yard compactor				

<b>Community Investment Program Contribution Amount</b>	___ \$25,000    ___ \$40,000
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