

CITY OF CRESSON'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL

SECTION I: INSTRUCTIONS TO CONTRACTORS

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has approximately 445 residential service addresses (with 610 carts in service as of June 2026, including addresses outside the corporate limits that appear on the City's residential service list) and approximately 60 commercial accounts. The residential waste is currently collected once per week by 95-gallon Polycart, with monthly brush/bulk collection. Collection may be performed by manual, semi-automated, or automated method at the Contractor's discretion; Contractor shall describe its proposed collection method in its proposal. The City operates a recycling drop-off available to all residents. Commercial waste is managed directly with Cresson's preferred provider.

2. PROPOSAL DUE DATE

Sealed proposals for the following project:

City of Cresson's Request for Proposal for Solid Waste Collection and Disposal and Optional Recyclable Materials Collection and Processing addressed to the City Secretary of the City of Cresson, Texas, will be received in the Cresson City Hall, 8901 E. Hwy. 377 Business, Cresson, Texas 76035 on or before the 10th day of September 2026 by 12:00 P.M.

All work shall be performed in accordance with details on file with the City.

All prices must be stated in both script and figures. In case of difference between the written words and any figure in the proposal, the amount stated in writing will be considered as the bid. The City reserves the right to waive any informalities and to reject any or all bids. In case of ambiguity or lack of clearness in stating the price of the bids, the City reserves the right to accept or reject any and all proposals. Unreasonable or unbalanced prices will be considered sufficient cause for rejection of any bid or bids.

For additional information contact Katy Froyd, City Secretary at 817-396-4729.

3. PREPARATION OF THE PROPOSAL

All services listed in this Request for Proposal and included in addenda and attachments shall be considered as inclusive services to the base, and or, alternate proposals. Proponents are invited and encouraged to submit, in conjunction with the base proposal, any and all services pertaining to solid waste and recycling collection, which might be beneficial to the City and its residents. All proposals shall be given equal and thoughtful consideration.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. One rate will then be established for the Customer, which includes the Base Bid, Franchise Fee, and/or Billing Fee. The franchise fee rate is ultimately determined by City Council. The City retains the right to provide all billing services.

Three (3) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste and Recycling". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

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

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

4. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a bank or legal lending institution, covered by FDIC in an amount equal to Five Thousand Dollars (\$5,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its

faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contractor, or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

5. EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence	Aggregate
Workers' Compensation	Statutory, covering all employees including drivers	Statutory
Employer's Liability Minimum Minimum	\$1,000,000 each accident / each employee	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability \$1,000,000	\$1,000,000	
Pollution / Environmental Liability	\$1,000,000	\$2,000,000
Umbrella / Excess (Optional but recommended)	\$2,000,000 over GL and Auto	\$2,000,000

Required limits may be satisfied through any combination of primary and umbrella/excess policies. All policies shall be written by carriers authorized or eligible to do business in Texas with an A.M. Best rating of A- or better.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City shall have mailed formal notice of award to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect. Such forfeited security shall be the remedy of the City.

7. SECURITY FOR FAITHFUL PERFORMANCE

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

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$50,000 for the full term of the Contract.

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

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

8. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

9. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Contractors.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

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

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the City in writing, via email to katyf@cressontx.org, and if explanations are necessary, a reply shall be made in the form of an Addendum posted to the City's website and emailed to all known prospective Proponents. A copy of this Addendum will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to: City of Cresson, Attention: Katy Froyd, City Secretary, P.O. Box 619, Cresson, Texas 76035. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

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

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Proponents (at the respective email addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

11. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

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

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

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

12. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The City will require submission **with the Proposal** of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available).
- (c) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of three (3) years and possesses not less than three (3) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

13. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the City, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the City, that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

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

14. DISQUALIFICATION OF CONTRACTORS

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

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as availed by financial statements, experience, or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous City contract for failure to perform.

15. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

16. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize his own or other estimates and to provide for growth or shrinkage factors.

17. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure, or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within ninety (90) days following the date Proposals are publicly opened and read.

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

Residential Collection Once per Week \$ _____
per month

Commercial Hand Collect \$ _____
per month

Commercial Dumpster Service

Size	1x	2x	3x	4x	5x	Extra
2 yd	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3 yd	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 yd	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 yd	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 yd	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

18. COMPLIANCE WITH LAWS

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

19. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

20. MATERIALS

The following materials shall be included in the recycling program:

- Newsprint
Cardboard, Chipboard & Mixed Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- HDPE & PET Plastic Bottles #1, #2
- Materials may be added or deleted by mutual consent of the City and the Contractor.

The Contractor shall be responsible for transporting the recyclable materials to a material recovery facility for processing. Recyclable materials collected for the purpose of recycling may not be deposited directly into any landfill without the prior written consent of the City.

The processing and sale of recycled materials shall be solely the responsibility of the material recovery facility.

21. REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected.

22. TERM

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract. Any renewal shall require the mutual written agreement of both parties. The contract shall not renew automatically.

23. REMUNERATION

Contractor shall quote a rate for service per household per month. The Contractor shall pay the City's franchise fees on a monthly basis.

Contractor shall quote rates for commercial and industrial services in compliance with the rates set forth in the franchise. Residential customers will be billed by the City; commercial and industrial customers will be billed directly by the Contractor.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor.

The rates shall not be adjusted during the first two (2) years of this contract. Thereafter, Contractor may request one annual rate adjustment based on the change in the Consumer Price Index (U.S. City Average, All Urban Consumers, All Items Less Food and Energy), not to exceed three percent (5%) in any year, subject to approval by City Council. Any request shall be accompanied by adequate cost justification.

SECTION II:
GENERAL SPECIFICATIONS

1.00. DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Brush: Plants or grass clippings, leaves, or tree trimmings.
- 1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily managed package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards (6' x 3' x 3').
- 1.07 City: The City of Cresson.
- 1.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 1.09 Commercial and Industrial Unit: All premises, locations, or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

- 1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.14 Container (Refuse): A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.15 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.16 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of solid waste and recyclable materials collection and processing.
- 1.17 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.18 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.
- 1.19 Disposal site: See Landfill (Sanitary).
- 1.20 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.21 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

- 1.22 Landfill (Sanitary): Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected by the State of Texas and approved for use unless otherwise specified by the City of Cresson.
- 1.23 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.24 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.25 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
- 1.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.
- 1.27 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.28 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.29 Residential Unit: A dwelling within the corporate limits of the City, or outside the corporate limits, if included on the City's residential service list, occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.30 Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials

which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

- 1.31 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical
- 1.32 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.33 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.34 Unusual accumulation: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly on the same day of each week, unless otherwise specified. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.
- 2.02 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional, and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.
- 2.03 Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles a minimum of once per

month to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

3.00. COLLECTION OPERATION

- 3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 6:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- 3.03 Routes of Collection: Collection routes shall be established by the Contractor and approved by the City. The City shall be provided with route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday.

- 3.05 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.
- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

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

- 3.08 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.
- 3.10 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the customer at the premises to property contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- 3.11 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.12 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified

technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

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

4.00 LICENSE AND TAXES

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

5.00 INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6.00 REMEDY

The City's remedy for Contractor's breach of contract or Contractor's failure to perform shall be, in addition to any and all other remedies, in law or equity, to terminate this contract, and/or make demand under the terms of the Performance Bond.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

8.00 OWNERSHIP

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

9.00 BILLING

The City will provide billing on all residential accounts, bundled with the City utility bill, at retail rates set solely by the City; the Contractor's compensation for residential service is limited to the contracted rates. Contractor shall bill all commercial and industrial accounts directly and shall remit to the City a franchise fee equal to ten percent (10%) of gross commercial and industrial receipts, including roll-offs, on a monthly basis.

10.00 BOOKS AND RECORDS

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

11.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a fifteen-day (15) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

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

12.00 NOTICES

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

If to the City, at:

Post Office Box 619
Cresson, Texas 76035
ATTN: Mayor

If to the Contractor at:

ATTN: _____
(TITLE)

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

13.00 FORCE MAJEURE

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

14.00 SEVERABILITY

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

SECTION III: CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING

The proposal amount is for a Base Bid only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. One rate will then be established for the Customer, which includes the Base Bid, Franchise Fee, and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Cresson, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE BID (Residential):

- A. Solid Waste Collection (95-Gallon Polycart Provided by Contractor)**
Once a Week Collection \$ _____
- B. Recyclable Materials Collection**
Once a Week Collection \$ _____

Monthly bulk & bundled brush pick - up to 2 cubic yards. Residents must call and schedule in advance. Limit one bulk per household per month.

COMMERCIAL RATE SCHEDULE

Front Load Containers Rates

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2x Week</u>	<u>3 x Week</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>
2 Cu Yd						
3 Cu Yd						
4 Cu Yd						
6 Cu Yd						
8 Cu Yd						

Casters: _____

Delivery/ Exchange/Removal: _____

Lock bars: _____

Overloaded Containers: _____

OPEN TOP CONTAINERS

<u>Size</u>	<u>Delivery</u>	<u>Haul Rate</u>	<u>Included Tons</u>	<u>Additional Tons</u>	<u>Rental</u>
<u>20 Yard</u>					
<u>30 Yard</u>					
<u>40 Yard</u>					

Dry Run: _____

Relocate: _____

COMPACTORS:

Compactor service rates shall be negotiated separately between the Contractor and the individual customer based on the specific equipment and service requirements.

RECYCLE DROP-OFF: Contractor shall provide and maintain, at no charge to the City or residents, a recycling drop-off solution at City Hall (890 E Hwy 377) sufficient to serve residential customers — e.g., 8-cubic-yard containers or a 30-yard roll-off, at Contractor's discretion. Containers shall be serviced on-call/as needed, within two (2) business days of notification by the City or upon overflow. Contractor shall include its proposed drop-off solution in its service plan. If sustained volume materially exceeds normal residential use, Contractor and City shall meet to adjust the service level.

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

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

_____ INDIVIDUAL; _____ PARTNERSHIP; _____ CORPORATION

_____ JOINT VENTURE

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

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

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

CERTIFIED STATEMENT

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

Print Name

Signature

Company Name

State of Texas)
County of _____)

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 20____.

Notary Public, State of Texas

EXHIBIT A

Miscellaneous Provisions

Below listed specific services shall be provided to the City of Cresson at no additional fee:

- 1. *Solid Waste Removal Service at:*
City Hall (dumpster), Fire Station (toters)**
- 2. *4 roll offs for City use (at their discretion) per year***