



REQUEST FOR PROPOSALS

For

SOLID WASTE, RECYCLING AND BULK SERVICES

Per

THE CITY OF PRINCETON SPECIFICATIONS

At

CITY OF PRINCETON

CITY HALL, DIRECTOR OF FINANCE

Due Date: March 1, 2019



REQUEST FOR PROPOSALS

The enclosed Request for Proposals (RFP) is for your convenience in proposing the enclosed referenced products and /or services for the City of Princeton. Sealed proposals shall be received no later than:

Friday, March 1, 2019 at 10:00 A.M.

Please reference RFP “SOLID WASTE, RECYCLING AND BULK SERVICES,” in all correspondence pertaining to this RFP and affix this label to outside front of proposal envelope for identification. All proposals shall be to the attention of City Manager.

The City of Princeton appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the City Manager’s Conference Room. No results will be read aloud when proposals are submitted in the City. However, the City will acknowledge all proposals received via email to all bidders.

If proposer desires not to propose at this time, but wishes to remain on the commodity bid/proposal list, please submit a “NO PROPOSAL” response (same time/location). The City of Princeton is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on ‘NO PROPOSAL’ responses please communicate any requirement(s) which may have influenced your decision to ‘NO PROPOSAL.’



REQUEST FOR PROPOSALS INSTRUCTIONS AND TERMS OF CONTRACT

SOLID WASTE, RECYCLING AND BULK SERVICES

By order of the City Council of the City of Princeton, Texas, sealed proposals will be received for:

SOLID WASTE, RECYCLING AND BULK SERVICES

TO PROVIDE for an annual Contract commencing June 1, 2019 and continuing for five (5) year period. The City of Princeton, reserves the right to extend this contract for up to two (2) additional three (3) year periods as it deems to be in the best interest of the city.

IT IS UNDERSTOOD that the City Council of the City of Princeton, Texas reserves the right to reject any and/or all proposal for any/or all products and/or services covered in the RFP and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of the City of Princeton.

PROPOSALS MUST BE submitted on the forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope, with the letter of intent and the forms manually signed by a person having the authority to bind the firm in a Contract, and marked clearly on the outside as shown below. Five copies of each proposal must be included in the bid packet.

Facsimile transmittals **will not** be accepted.

SUBMISSION OF PROPOSALS:

Sealed proposals must be submitted no later than 10:00 A.M. on Friday, March 1 to the following address:

City of Princeton
City Manager's Office
123 W Princeton Drive
Princeton, Texas 75407

Please mark envelope

“CITY OF PRINCETON SOLID WASTE, RECYCLING AND BULK SERVICES”

PUBLIC NOTICE FOR AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Title II of the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services for participation in or access to the City of Princeton's sponsored public program, services, and/or activities, the City request that the individual make request for these services at least 48 hours ahead of the scheduled event. To make arrangements, please contact Clifine Fisher, Utility Billing Revenue Manager for the City of Princeton at (972) 736-2711 or cfisher@princetontx.us.

TEXAS PUBLIC INFORMATION ACT

The city is subject to the Texas Public Information Act ("the 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. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the Act's provisions relating to submission of a request to the Texas Attorney General for an option regarding the exemption from disclosure of such information to the public pursuant to the act.

PROPOSER CONTRACT WITH THE CITY

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

All request for information will be made in writing to:
Derek Borg, City Manager, dborg@princetontx.us.

Replies to all information-pertinent request will be sent in the form of an addendum to all bidders.

No direct contact with or lobbying of City management, City staff, consultant, or the Princeton City Council will be permitted during the RFP process after the RFP is released to the public.

No gifts, lunches, or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.

FUNDING: Funds for payment have been provided through the City of Princeton budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the City of Princeton City Manager's Office after submission deadline will be considered void and unacceptable. The City of Princeton is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Manager's Office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn or canceled by the Proposer without the permission of the City for a period of one hundred and twenty (120) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

SALES TAX: The City of Princeton is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax.

CONTRACT AWARD: The City reserves the right to award any combination of the services as is deemed in the best interest of the City. The City also reserves the right to not award the services.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions, or Specification stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's City Manager.

IF DURING THE life of the Contract, the successful Proposer's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended by the City of Princeton.

DELIVERY: All delivery and freight charges (F.O.B City of Princeton) are to be included in the proposed price.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C. Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Princeton not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

ETHICS: Proposer shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Princeton.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of the Request for Proposals will be considered for award. Proposers taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or attachment as part of the proposal. In the absence of such, a list

shall indicate the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the Specifications of the Request for Proposals. The City of Princeton reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections, or changes to this Request for Proposals will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Princeton City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

PROPOSAL MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to industry standards.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

PROPOSER SHALL PROVIDE with this RFP response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL PROPOSER SHALL defend, indemnify, and save harmless the City of Princeton and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from RFP award. Successful Proposer indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevator, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain against the City growing out of such injury or damages. In addition, Contractor shall endorsement evidencing the required coverage and naming the Owner City of Princeton as an additional insured on the required Coverage.

WAGES: Successful Proposer shall pay or cause to be paid, without cost or expense to the City of Princeton, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

NOTICE: Any notice provided (or required by law) to be given to the successful Proposer by the City of Princeton shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Princeton, Texas by Registered or Certified Mail with sufficient

postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Proposer agrees to protect the City of Princeton from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Princeton may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City and the successful Proposer.

ITEMS supplied under this Contract shall be subject to the City's approval.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Princeton.

WARRANTY: Successful Proposer shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful Proposer and the City of Princeton agree the both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Princeton, Texas.

ASSIGNMENT: The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part, without prior written consent of the City of Princeton.

SPECIFICATIONS and model numbers are for description only. Proposer may propose on description only. Proposer may propose an alternate model but must clearly indicate the alternate model being proposed. Proposer must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATIONS: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Princeton by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

RFP NOTIFICATION: The City of Princeton will notify interested parties of the RFP posting. This is the only form of notification authorized by the City. The City of Princeton shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all information received by sources other than what was aforementioned.

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employee's work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city.

Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

PROPOSAL SUMMARY SHEET: Proposal summary results will be made available upon execution of Contract with the successful Proposer. No results will be given over the telephone.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES: Proposers are encouraged to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

ANY QUESTIONS concerning this Request for Proposal should be directed to the City Manager at dborg@princetontx.us.



**CITY OF PRINCETON REQUEST FOR PROPOSALS
SOLID WASTE, RECYCLING AND BULK SERVICES**

The City of Princeton will receive proposals for furnishing **SOLID WASTE, RECYCLING AND BULK SERVICES**. Proposals must be received no later than 10:00 A.M. on March 1, 2019. Proposals submitted by that time will be reviewed by committee. Any proposals received after 10:00 A.M. on March 1, 2019 will not be opened. Any questions regarding the specifications and process should be directed to the City of Princeton City Manager Department.

Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quality of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements, or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the proposer to calculate and be responsible for the prices quoted in the application set of RFP forms.

Section 1: BACKGROUND

The City of Princeton is a vibrant community of approximately 13,000 residents. The City places a high priority on providing excellent municipal services, including solid waste, recycling and bulk services. The City's current contract for solid waste, recycling and bulk services expires on May 31, 2019. The current contract provides for residential services, commercial services and City services. For materials collected within the City, the current contractor is responsible for disposal of all solid waste and bulk waste, and processing of all program recyclable materials. The current contract does not provide exclusive right to roll off services.

a. Residential Inside City Limit Services

Under the current contract, the provider services approximately 5,500 residential inside city limit units within the city.

b. Residential Outside City Limit Services

Under the current contract, the provider services approximately 60 residential outside city limit units within the city.

c. Commercial Dumpsters Inside/Outside City Limit Services

Under the current contract, the provider services approximately 100 dumpsters inside/outside city limits within the city.

2. City Services

The current contract provides for solid waste and recycling services to City facilities. Other City Services provided under the current contract include roll-offs for special events. City Services are not billed to the City.

Section 2: SPECIFICATIONS

The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Agreement for the complete scope of services. Services performed will be in accordance the Agreement. If the City elects an alternative scope of services for residential/commercial services, the Agreement shall be amended accordingly. The following is an overview of the scope of services.

1. Agreement term. An Agreement awarded in response to this RFP will be for an initial term of five (5) years commencing on June 1, 2019. The City shall have the option to renew the Agreement for two (2) additional renewal terms of (3) years each.
2. Exclusive Franchise. The successful Proposer will be granted the exclusive right to provide residential/commercial services, roll-off services, and City services except as explicitly excluded in the Agreement.
3. The successful Proposer shall provide all resident the following base service: (i) once per week collection of solid waste via carts on every Thursday; (ii) once every other week collection of program recyclable materials via carts every other Thursday; (iii) bulk trash collection once a month depending on location of residence in City.

Add-alternates for residential bulk collection services are as follows:

Alternate #1: Every Monday's depending on location of residence, bulk trash collection (maximum what 2 men can pick up in (5) five minutes), with items collected within 48-hours of being placed out. For example, we are broke down into 4 categories. Depending on location of residence would determine if you are serviced on the first, second, third or fourth Monday of each month. All collections must be made scheduled and directed to the trash collection services.

Alternate #2: Once per month bulk trash collection (maximum what 2 men can pick up in (5) five minutes), with items collected within 48-hours of being placed out. All residents would be serviced on the same day.

The Proposer must provide a response to this RFP that indicated one of the aforementioned options for delivering bulk collection services of the City of Princeton.

4. Commercial Services. The successful Proposer shall provide all businesses the following based on service: (i) once per week collection of solid waste; (ii) twice per week collection of solid waste; (iii) three times per week collection of solid waste; (iv) four times per week of solid waste collection of solid waste; (v) five times per week of solid waste collection; or (vi) six times per week of solid waste collection.
5. Roll-off Services. The successful Proposer shall provide collection of solid waste, including construction and demolition debris, via roll-off and roll-off compactors.
6. City Services. The successful Proposer shall provide City Services in accordance with the Agreement. The successful Proposer shall provide City Services at no cost to the City unless explicitly authorized in the Agreement. City Services will include, but not limited to, the following:
 - a. Collection and disposal of solid waste from City Facilities.
 - b. Collection and processing of program recyclable materials from City Facilities.
 - c. Roll-off containers provided for City events.
7. Program Recyclable Materials Collection. Program recyclable materials shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that City may elect to include in its recycling program.
8. Program Household Hazardous Waste and Electronics Collection. Program household hazardous waste and electronics shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that City may elect to include as part of the program.
9. Disposal and Processing of Materials Collected. The successful Proposer shall be responsible for disposal of solid waste and bulk waste and processing of program recyclable materials, yard trimmings, and program household hazardous waste and electronics collected within the city.
10. Holidays. If a holiday occurs on a scheduled collection day for a Residential Service Unit, the successful Proposer shall perform the collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.
11. Collection Location. Unless otherwise instructed in writing by City, the successful Proposer shall provide collection for solid waste, program recyclable materials, and bulk waste for Residential Service Units at a location agreed upon between the successful Proposer and the City.
12. Public Education and Outreach. The successful Proposer shall develop, submit for approval from the City, and distribute program introduction notices and non-acceptable set-out notices.
13. Carts. The successful Proposer shall purchase carts that will be used for the Agreement. Proposer shall provide a 95-gallon Solid Waste Cart and a 65-gallon Recycling Cart. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements.

14. Customer Service. The successful Proposer shall be responsible for managing all customer service request in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide daily/weekly reports of customer service request to the City.
15. Local Customer Service Office. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central time and the late of 5:00 PM, Central Time or completion of Collection from Residential Service Units, Monday through Friday.
16. Billing. The City shall be responsible for billing base services for Residential and Commercial Services. The successful Proposer shall be responsible for all other billings including Roll-off Services.

Section 3: PROPOSAL CONTENT

Proposers must submit the following information with Proposal packets in support of their Proposals. Proposers are required to use the following format in response to the specifications and include a corresponding Table of Contents for submittals.

PLEASE NOTE:

Any material submitted by the Proposer that is considered to be proprietary and confidential must be marked accordingly. Any documents marked as proprietary and confidential will be treated as such. Any documents not marked as proprietary and confidential will be treated as normal records. It is incumbent upon the Proposer to mark submitted documents. The city will not do so.

- i. **Section 1 – LETTER OF INTENT AND COMPANY OVERVIEW**
 - a. Proposers shall submit a statement that the proposal is firm offer for one hundred (120) days from due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.
 - b. Proposers must complete form 1 – Company information.
- ii. **Section 2 – METHOD OF APPROACH**
 - a. **Overview of Approach to Services.** Proposer shall provide a brief overview of method of approach for providing the following services responsive to the aforementioned specifications.
 - i. Residential Services
 1. Solid
 2. Recycling
 3. Bulk:
 - a. **Alternate #1:** Every Monday depending on location
 - b. **Alternate #2:** Once per month city wide
 - ii. Roll-off Services
 - iii. City Services
 - b. **Description of Personnel.** Proposer shall meet the personnel standards as set forth in the Agreement. Proposer shall describe the following:
 - i. Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
 - ii. Proposer shall describe any training programs for personnel.
 - iii. Proposer shall describe the dress code that is required for personnel.

- c. Recyclable Materials to be Collected.** Proposer shall identify all program recyclable materials to be collected.
- i. Proposer shall collect, at a minimum, the materials defined as program recyclable materials in the Agreement.
 - ii. Proposer shall identify any additional materials that can be collected as part of the recycling program at no additional cost.
 - iii. Proposer shall describe approach to processing materials that can be collected as part of the recycling program.
 - iv. Proposer shall include details of plan and calculation for revenue-sharing with the City for proceeds of recyclable materials.

Program Household Hazardous Waste and Electronics to be collected.

Proposer shall identify all household hazardous waste and electronics to be collected during the aforementioned once a year City designated special event.

- i. Proposer shall collect, at a minimum, the materials defined as program household hazardous waste and electronics in the Agreement.
- ii. Proposer shall identify any additional materials that can be collected as part of the program household hazardous waste and electronics program at no additional cost
- iii. Proposer shall describe approach to processing materials that can be collected as part of the program household hazardous waste and electronics program.

Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps for Residential Service Units. Proposers must describe the collection route schedules and maps. If responding to Alternate #1 or Alternate #2, Proposer must include a proposed route schedule and maps.

Description of Carts.

- i. Proposer shall describe the carts that will be purchased by the Proposer. The description shall include, at a minimum, the manufacturer, capacity, and color. Recycling carts shall be blue. Photos of the proposed carts should be included.
- ii. If requested, Proposer shall provide a sample of the carts to the City.
- iii. Approach to Minimize Cart Damage: Proposer shall describe procedures used to minimize damage to carts.
- iv. City shall have the sole decision in determining the appearance of carts.

Description of Commercial Containers.

- i. Descriptions shall include, at a minimum, the manufacturer, color, and capacities on the containers. Photos of the proposed containers and roll-offs should be included.
- ii. Proposers must provide a description of the maintenance program, including frequency of cleaning and any fees associated with excessive maintenance
- iii. Proposer 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.
- iv. Proposers must offer, at a minimum, roll-offs of the following sizes: ten (10) cubic yard and (20) cubic yard. In addition, Proposers must offer compacting roll-off of twenty-five (25) cubic yards in size. Proposers may offer additional commercial roll-off container sizes. The successful Proposer may only drop-off roll-off containers in driveways and parking lots. No roll-off container should be located in a residential or public street.

Disposal of Processing Facility Information. Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Agreement.

- i. Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
- ii. 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.
- iii. Contact name and phone number of the site manager.
- iv. Term of the Proposer's contract with the facility and/or limitations
- v. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the process and and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relied on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

d. Description of Customer Service. Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:

- i. Description of customer complaint resolution procedures.
- ii. Description of proposed policies for set-outs that exceed set-out limits including documentation, communication with residents and communication with the City.

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

f. 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 critical importance to the City. In the transition plan, Proposer must describe the following:

- i. Individual or group of individuals that will oversee the execution of the transition plan.
- ii. Proposed approach including equipment, personnel, and schedule, for delivering carts to customers. Proposer shall also describe how the delivery of carts will be conducted in coordination with removal of the existing carts used by customers.
- iii. Overall schedule for the transition.

g. Description of Exceptions to Agreement. Proposer shall identify any and all exceptions(s) to this RFP and the Agreement. If Proposer identifies and exceptions(s), Proposer shall clearly identify the exception (2) 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.**

4. Section – EXPERIENCE AND REFERENCES

a. Experience of Key Personnel. Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual would be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.

b. References. Proposers shall provide a minimum of three references for other communities for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:

- i. Name of community and description of services provided, including number of Residential Service Units and Commercial Service Units.
- ii. Contact Person, including name, title, phone number, and email address.
- iii. Number of years of service and year in which services began.

5. Section – INSURANCE, PERFORMANCE BOND, AND FINANCIAL HISTORY

- i. Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.
- ii. Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and the complete federal tax return for the last two (2) years.

6. Section - OTHER FORMS

- i. Proposers must complete Form 2 – Conflict of Interests
- ii. Proposers must complete Form 3 – Pricing Information

Section 7: PROPOSAL EVALUATION

Award of an Agreement will be based upon the best value for the City. The Proposals will be evaluated using the following criteria and scoring system. The following table shows the maximum points and relevant Proposal content that will be considered for each scoring criteria.

Proposal Evaluation Criteria

Criteria	Proposal Content	Maximum Points
Letter of Intent	Section 1	10
Method of Approach	Section 2	30
Experience, Reference, Insurance, Performance Bond, and Financial History	Section 3	30
Conflict of Interest and Pricing Information	Section 4	30

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the presentation shall be led by the Proposer’s proposed day-to-day contact person for the City. Interviews are tentatively scheduled for a date to-be-specified during the last three weeks of March 2019. Proposers will be re-scored once the interviews are complete.

FORM 1: Company Information

Company Name:

Address:

Phone Number:

Fax Number:

Contact Person:

Email Address:

Number of Years in Business:

FORM 2: Conflict of Interest

Texas Local Government Code §176.006 (a) requires a vendor to file a completed conflict of Interest questionnaire in the form prepared by the Texas Ethics Commission (Form CIQ) 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 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;
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with 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; excluding any gift described by Texas Local Government Code Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity

The completed questionnaire must be filed with the City Secretary 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 Texas Local Government Code §176.006(a); (B) that the vendor has given one or more gifts described by Texas Local Government Code §176.006(a); or (C) of a family relationship with a local government officer.

It is the responsibility of every vendor filling out and submitting a proposal pursuant to this RFP to determine if there is a conflict meeting the parameters listed above. If so, the City of Princeton requires this Questionnaire be completed and turned in with the proposal.

Note that Texas Local Government Code §176.013 establishes criminal penalties for failing to answer and submit a conflicts of interest questionnaire when required to do so as well as allows the City to declare a contract void if the City determines the vendor failed to submit the required questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE
CIQ**

FORM

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be file with the records administrator of the local government not later that the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Date Received

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code is pending and not later that the 7th business day after the date the originally filed questionnaire become incomplete or inaccurate.

3 Name each employee or contractor of the local government entity who makes recommendation to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

**CONFLICT OF INTEREST QUESTIONNAIRE
CIQ**

FORM

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B or C is YES.

This section, Item 5 including subparts A, B, C and D must be completed for each officer with whom the filer has affiliation or other relationship. Attached additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with governmental entity

Date

Disclosure of Interested Parties (Form 1295)

Prior to entering into a contract with the City for the services to be provided pursuant to this RFP, the successful proposer must complete a “Disclosure of Interested Parties” form (Form 1295) on the Texas Ethics Commission website at www.ethics.state.tx.us . By law, the City cannot sign an agreement with the successful proposer until Form 1295 is completed.

Certification Regarding Boycotting Israel

Texas Government Code §2270.002 prohibits a governmental entity from entering into a contract with a company for goods and services unless the contract contains a written verification from the company that the company does not boycott Israel and that it will not boycott Israel during the term of the contract. Any proposer that cannot so certify shall be disqualified.

FORM 3: Pricing Information

3.1—Proposed Fees for Residential Services

Proposers shall complete this form to provide the City with an understanding of the base fees for residential service collection.

Residential Service	
Description	Proposed Monthly Fee for Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Acceptable Solid Waste	_____ per month
Program Recyclable Materials	_____ per month
Bulk Trash	_____ per month
Alternate #1	_____ per month
Alternate #2	_____ per month
TOTAL PROPOSED RESIDENTIAL FEE	_____ per month
<i>Additional Cart Services</i>	
Additional 95-gallon Solid Waste Cart	_____ per month
Additional 65-gallon Recycling Cart Lease	_____ per month
TOTAL PROPOSED ADDITIONAL FEE	_____ per month

1. Proposed fee exclude 8% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10% discount for senior citizens, as described in Agreement.

FORM 3: Pricing Information

3.2---Proposed Fees for Roll-Off Services

Proposers shall complete this for to provide the City with an understanding of the base fee for roll-off services.

Roll-off Services				
Roll-off Type and Size	Container Rental Fee (Per Month)	Initial Delivery Fee (Per Month)	Collection Fee (Per Pull)	Disposal Fee (Per Ton)
10 CY Roll-off				
20 CY Roll-off				
25 CY Roll-off Compactor				
Other Proposed Sizes				

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Agreement.
2. Proposed fee excludes 8% franchise fee.

3.3---Proposed Other Fees for Roll-Off Service

Residential Services		
Description	Details	Fee
Lock		_____ per month
Set of Casters		_____ per month
Permit*	<i>Actual Cost to Proposer</i>	
Opening and Closing of Enclosures		

1. Proposed fee excludes 8% franchise fee.

FORM 3: Pricing Information, CONTINUED

3.4(a) Proposed Fees for Commercial Service – Alternate #3

Proposers shall complete this form to provide the City with an understanding of fee differences if Commercial Services were to be included in the Agreement. Should the City choose to implement this service alternative, the pricing would be established with relevant pricing in the below form to develop the total monthly fee for commercial service units in conjunction with the relevant pricing for residential service units. For example, if the City chooses to implement Alternate #3, the Proposed Fees for Commercial Services from Form 3.4(a) and the Proposed Fees for Residential Services with Alternate #3 from Form 3.4(b) would be added to the Agreement.

Alternate Service

Alternate #3: Exclusive Provider for Commercial Service Units

Dumpster Type and Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Proposed fee excludes 8% franchise fee.
2. Includes disposal of collected material.

FORM 3: Pricing Information, CONTINUED

3.4(b) Proposed Fees for Residential Services with Add Alternate #3

Residential Service-WITH ADD ALTERNATE #3	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Acceptable Solid Waste	_____ per month
Program Recyclable Materials	_____ per month
Bulk Trash	_____ per month
Alternate #1	_____ per month
Alternate #2	_____ per month
TOTAL PROPOSED RESIDENTIAL FEE	_____ per month
<i>Additional Cart Services</i>	
Additional 95-gallon Solid Waste Cart	_____ per cart, per month
Additional 65-gallon Solid Waste Cart Lease	_____ per cart, per month
TOTAL PROPOSED ADDITIONAL FEE	_____ per month

1. Proposed fee exclude 8% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10 % discount for senior citizens, as described in Agreement.

EXHIBIT A

Current Rates

SOLID WASTE RATE SCHEDULE

RESIDENTIAL RATES

(1) Poly Cart - Inside City	\$9.04 per Month
Additional Poly Cart - Inside City	\$7.88 per Month per Cart
(1) Poly Cart - Outside City	\$11.33 per Month
Additional Poly Cart - Outside City	\$7.88 per Month per Cart
Bulk Services	\$0.95 per Home/Month
Recycling Services (1 Recycling Container)	\$1.60 per Home/Month
Additional Recycling Container	\$1.60 per Month per Container

COMMERCIAL RATES

(1) Poly Cart	\$14.28 per Month
Additional Poly Cart	\$11.88 per Month
(1) Recycling Container	\$1.60 per Month
Additional Recycling Container	\$1.60 per Month per Container
2 Yard Dumpster Bin	1 x Week \$28.05 per Month 2 x Week \$51.09 per Month Each Extra Pickup \$20.91
3 Yard Dumpster Bin	1 x Week \$39.52 per Month 2 x Week \$74.03 per Month Each Extra Pickup \$20.91
4 Yard Dumpster Bin	1 x Week \$49.99 per Month 2 x Week \$96.91 per Month Each Extra Pickup \$26.14
6 Yard Dumpster Bin	1 x Week \$62.46 per Month 2 x Week \$119.91 per Month Each Extra Pickup \$31.37

8 Yard Dumpster Bin

1 x Week \$73.92 per Month
2 x Week \$142.83 per Month
3 x Week \$211.75 per Month
4 x Week \$275.75 per Month
6 x Week \$450.10 per Month
Each Extra Pickup \$36.60

Solid Waste - Lock
Casters

\$20.68 per Month
\$20.68 per Month

Agreement

STATE OF TEXAS §
 § **AGREEMENT FOR SOLID WASTE AND**
COUNTY OF COLLIN § **RECYCLING SERVICES**

This Agreement for Solid Waste and Recycling Services (“Agreement”) is made by and between the City of Princeton, Texas (“City”) and _____ (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (“the Rep”); and

WHEREAS, Contractor 28, transition,

WHEREAS, City received and evaluated proposal from vendors in response to the RFP; and

WHEREAS, City desires engage the services of Contractor as an independent contractor and not as an employee to provide services on the terms and conditions provided in this Agreement; and

WHEREAS, Contractor desires to render solid waste and recycle services, as more fully described in Exhibit “A” attached hereto and made a part herein by reference, and to the Contract will be terms and conditions set forth in this Agreement; and

WHEREAS, to the extent allowed by law, and except as otherwise provided in this Agreement, City desires to provide an exclusive franchise and contract to operate over, upon, along and across the present and future streets, alleys, bridges and public properties of the City for the purpose of providing services related to the collection of Waste from all residential and,

WHEREAS, Contractor desires to operate a Waste collection, transport and disposal service in accordance with the provisions of this Agreement;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

Agreement - shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.

Agreement Year – twelve month period beginning _____ and ending _____ for the term of this Agreement.

Applicable Law – any permits, licenses, and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor’s obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor of the performance of Contractor’s obligations hereunder.

Bulk Waste – bundled brush (tied in 4’-5’ lengths); appliances (items with Freon must have it removed by a licensed technician with proper documentation attached), furniture, other household items. No chemicals or any kind, construction material generated by a contractor, batteries, or tires.

Bundles – tree, shrub, or brush trimmings, newspapers, and magazines tied together not more than 4’-5’ lengths.

Business Day – Monday through Friday, (8:00 am to 5:00 pm, Central Standard Time), which is not a holiday designated as such in the Agreement.

Can/Cart – receptacle owned by the Contractor used for Solid Waste or Recycling set-outs.

Can/Cart Selection Notice – receptacle purchased by Contractor, with a capacity of approximately 95 gallons or 65 gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm.

City – City of Princeton, Texas

City Facility – any City-owned or operated facility designated as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

Collect or Collection – the act of removing Solid Waste, Recycling, or Bulk for transport to a Disposal Site to a Processing Facility.

Commencement Date – the date, _____, on which the Contractor shall begin performing Solid Waste Services in accordance with this Agreement.

Commercial Container – dumpsters

Commercial Service Unit – all establishments other than Residential Service Units within the corporate limits of the City.

Construction and Demolition Debris – waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.

Contamination – the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on a contained in Yard Trimmings other than Yard Trimmings.

Contractor - _____

Contractor's Representative – an employee or employee title of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions or act on Contractor's behalf.

Curbside – a location designated by the City for Collection of Solid Waste, Recyclable Materials, and Bulk from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.

Customer – (a) the City or (b) owner or tenant of a Residential Service Unit or Commercial Service Unit, serviced by the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

Dispose or Disposal – the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharge into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

Disposal Site – Landfill or other Solid Waste minimum capacity of two (2) cubic yard, a maximum capacity of ten (10) cubic yards and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial Units.

Dumpster Compactor – any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.

Eligible Disaster Debris – Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by the Federal Emergency Management Agency.

Garbage – Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Hazardous Waste – Solid Waste identified or listed as a hazardous waste by the Administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RVRA, 42 U.S.C. §6901, et. Seq., as amended.

Landfill – a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.

Marketing – identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.

May – something that is not mandatory but permissible.

Medical Waste – treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.

Multi-family Property – a property (a) located within the City; (b) with more than four separate units for residential dwellings; and (c) designated by the City to receive Solid Waste collection via Dumpster.

Performance Bond – a corporate surety bond that guarantees compensation to City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by this Agreement.

Process or Processed or Processing – recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Yard Trimmings, treatment into mulch or compost, and marketing of mulch or compost to end markets. Recovery of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.

Processing Facility – a facility permitted under all applicable local, state, and federal laws and regulations for Processing Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by the Contractor.

Program Introduction Notice – a public education notice developed by the Contractor, approved by the City, and printed and distributed by the Contractor.

Program Household Hazardous Waste and Electronics – shall mean the following Solid Waste:

- a. Aerosols containing flammable or hazardous material such as paint
- b. Lubricant – automotive/household compressor oil, cutting oil, etc.
- c. Electronics – CPUs (computers) laptop and handheld computers; CRTs (computer monitors); telephone, cell phones, portable phones, keyboards, mice, CD-ROM (other disc drives), including cables
- d. Televisions, VCRs, CD players, stereos
- e. Art/hobby supplies – adhesive, paint, cleaners, correction fluid, photography chemicals
- f. Other household – fluorescent tubes/bulbs, compact fluorescent lamps (CFLs), thermostats, thermometers
- g. Automotive products – cleaners, lubricant, solvent, fuel, brake fluid, antifreeze, carburetor cleaner, metal conditioner, engine degreaser, fuel additives, used motor oil, used oil filters, windshield washer fluid, transmission fluid, batteries, oil rags, polishes, waxes

- h. Paint – aerosols, hobby/automotive/household latex and oil-based paint products including thinner, lacquer, linseed oil, primer, stain, varnish, stripper caulking, glue, wood preservatives
- i. Cooking oil
- j. Microwave ovens
- k. Batteries – automotive and household
- l. Personal products – nail polish, polish remover, rubbing alcohol, shoe polish, spot remover
- m. Scanners, printers (desk top, non-commercial)
- n. Household cleaners – bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaner, rust remover
- o. Household/auto polish, degreaser, rug/upholstery cleaner, etc.
- p. Poison – household/garden poison (insecticide, herbicide, fungicide), bait, fertilizer, etc.
- q. Fax machines
- r. Copiers (non-commercial, desk top units only)
- s. Flammables – automotive/household solvent, fuel, paint, lubricant, kerosene, charcoal lighter fluid, mineral spirit
- t. Thermostats/thermometers containing mercury
- u. Sharps – including needles and lancets placed into a sealed rigid plastic container prior to placing inside the bag
- v. Swimming pool chemicals – pool acid; chlorine – tables, liquid.
- w. Other solid waste agreed upon in writing by Contractor and City.

Program Recyclable Materials – include the following Recyclable Materials:

- a. Paper – Kraft paper, corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines, catalogs; telephone books and yellow pages; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperwork books.
- b. Plastic - #1 - #7 rigid plastic bottles, containers, jugs, jars, or other rigid plastics. Excludes plastic bags and Styrofoam.
- c. Aluminum and other metal – beverage container, food can, empty paint cans, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Materials of a similar nature. Excludes aluminum foil.
- d. Glass – any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Excludes window glass, porcelain, china, or ceramics.

Recyclable Material – material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling – a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is,

composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Services – the Collection and Processing of Program Recyclable Materials, Yard Trimmings and Program Household Hazardous Waste and Electronics.

Refuse – rubbish

Residential Service Unit – residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service 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, not on a Multi-Family Property, shall be treated as a Residential Service Unit, except that each single-family dwelling within any such Residential Service Unit shall be billed separately as a Residential Service Unit.

Revenue Sharing – the distribution of the total amount of income generated by the sale of goods or services between the Contractor and the City.

Rubbish – nonputrescible 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, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degree Fahrenheit to 1,800 degrees Fahrenheit).

Scheduled Collection Day – the specific day or days of the week on which Collection shall be provided by Contractor to Customer.

Set-out – material(s) placed by a Customer for Collection by Contractor.

Solid Waste – All nonhazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste, 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.

Unacceptable Waste – any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

Yard Waste – decomposable plant materials, including brush, leaves, grass, weeds, and other vegetation.

**Article II
Term**

2.1 The Initial Term of this Agreement shall commence on _____, 2019 (“Commencement Date”) and continue for a period of five (5) years, unless sooner terminated as provided herein.

2.2 The City shall have the option to extend the term of this Agreement for two (2) additional three (3) year terms (each a “Renewal Term”) by providing written notice to the Contractor 180 days prior to the expiration of the Initial or Renewal Term.

**Article III
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence. These documents shall be referred to collectively as “Contract Documents.”

- (a) This Agreement;
- (b) City’s Request for Proposals Solid Waste and Recycling Services 2019
- (c) Contractor’s Response to RFP.

**Article IV
Scope of Services**

4.1 Contractor is hereby granted the sole and exclusive privilege and duty within the territorial jurisdiction of the City and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Services and Recycling Services for Residential, Commercial, and City Facilities and to perform all of the work called for and described in Exhibit “A”.

4.2 Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall not pass to the Contractor.

**Article V
Schedule**

Contractor shall commence the Solid Waste Services and Recycling Services on _____, 2019, on a weekly basis or as directed by the City.

**Article VI
Rates and Services**

Contractor shall provide the services at the rates set forth in Exhibits “A”.

**Article VII
Rate and Disposal Adjustments**

7.1 The commercial and residential base rates shall be effective commencing on _____, 2019 and thereafter shall be subject to a fixed _____% Price Index increase, annually, beginning June 1, 2021. If this Agreement should be renewed for a Renewal Term, this fixed Price Index increase amount will be eligible for re-negotiation and could increase or decrease depending on economic factors. Such rate increases will occur in October each year during the life of this Agreement. The City shall be notified of the proposed rate increase by August 1 of each year. The Miscellaneous Charges identified in Sections 6.2(b) and 6.2(c) shall remain fixed for the duration of the Contract.

7.2 Contractor may apply for a supplement increase in the rates for services as a result of (i) any increases in taxes, fees, and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party disposal or processing facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees, or other governmental charges (other than income or real property taxes). Such application shall include an explanation of the basis for the proposed increase and will be subject to the approval of the City, which will not be unreasonably withheld, conditioned, or delayed. At the City’s discretion, the increase may be made retroactive in effect.

7.3 Contractor shall not charge City for collection services from City Facilities as described in Exhibit “A” or from any additional City Facilities that the City may add.

**Article VIII
Devotion of Time**

8.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of services under this Agreement.

8.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor and shall not be reimbursed by the City unless otherwise provided herein.

8.3 Contractor shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein. Any equipment Contractor furnishes shall remain Contractor’s property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day.

Article IX
Non-Collection and Complaints

9.1 Contractor shall establish a reporting procedure for customer service requests, including an overview of customer interactions and complaints set forth in Exhibit “A”, and as directed by the City.

9.2 Contractor shall establish a written Customer complaint procedure to be approved by the City and at a minimum provide that the Customer complaint shall be responded to within 24 hours of receipt of such complaint and shall be promptly resolved. Contractor shall be responsible for maintaining a written log of complaints, and prove the City, on a weekly basis, with a copy of the log and all complaints indicating the date and time of complaint, nature of the complaint, and the manner and timing of its resolution. Any omitted collection from a residential unit shall be collected the same business day if notification to the Contractor is provided by 2:00 pm on the day of notification, but not later than 12:00 pm of the next business day.

9.3 Contractor shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the Complaint is received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

9.4 City shall notify Contractor of each complaint reported to the City. It shall be the duty of the Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint and notify the City of its disposition within 24 hours after receipt of the complaint. Contractor must document in writing to the City the Contractor’s response and resolution.

9.5 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer’s claim of damage to private property as the result of actions of Contractor’s employees, agent, or subcontractors.

9.6 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer’s claim of damage to private property as the result of actions of Contractor’s employees, agents, or subcontractors.

9.7 Contractor shall notify all Customers about complaint procedures, rules, and regulations, and day(s) of collection on an annual basis and whenever there is a change in service, day(s) of collection, procedures, etc. Notice shall be in the form of printed matter distributed by Contractor to all Premises served by Contractor. Such changes and notice materials must be approved by the City Manager prior to distribution.

9.8 Failure to remedy any complaint shall be considered a breach of the Agreement in lieu of termination, the City may deduct from payments due to the Contractor, the following amounts as liquidated damages:

OMISSION	LIQUIDATED DAMAGES
Failure to collect missed Bulk Waste, Garbage or Recyclable Material within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 per household
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150.00
Failure to deliver or replace Carts for any reason within five (5) business days of notification	\$25 per container per day
Failure to make all required collections during a week due to non-weather related service disruptions	\$250 per route

9.8 Should a dispute arise between the City, Contractor and/or a Customer as to the validity of any complaint or failure by Contractor to collect Garbage or Recyclable Material, or any other non-performance question, the decision of the City on such matters shall be final and all parties agree to abide by said decision, provided, however, that when Contractor challenges any complaint or failure to perform under this Agreement, the City may, at its sole discretion, request a joint inspection by a representative of the City and a representative of the Contractor.

9.9 It is understood and agreed by and between the City and Contractor that if any Customer maintains improper and inadequate Carts for the nature, volume or weight of Garbage to be collected from a Residential Service Unit, or if any Customer improperly places debris, bulk items or Unacceptable Waste for collection, Contractor may refrain from collecting all or a portion of such Garbage or Bulk Waste and shall notify the City and the Customer of the reason for such non-collection. When the City is notified by a Customer that Garbage or Bulk Waste has not been collected on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that the Contractor has failed to collect Garbage or Bulk Waste without cause, Contractor shall collect the same within twenty-four (24) hours after a collection order is issued by the City. 24 hours after a collection

Article X Damage to Property

10.1 Contractor shall take all necessary precautions to protect public and private property during the performance of the Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. Such Property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage unless a longer period of time is approved in writing by the Contract Administrator, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

10.2 If contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours of the either earlier of knowledge or notice to Contractor of such damage or the longer period of time approved in writing by the Contract Administrator, the Contract Administrator may, but shall not be obligated to repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

10.3 Within fifteen (15) Business Days of the Commencement Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

Article XI Hours of Operation and Holidays

11.1 Hours of Operation. Contractor shall provide Collection of Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customer adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time and shall not extend beyond 7:00 PM, Central Time. Collection from Commercial Service Units not adjacent to Residential Service Units shall be collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contractor Administrator reserves the right to restrict the hours of operation based on customer complaints.

11.2 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall observe all the above-mentioned holidays by suspension of collection on the holiday. If a holiday occurs on a Scheduled

Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next calendar day after the holiday.

Article XII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred by not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article XIII Insurance/ Performance Bond

13.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in this Article 12 and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

13.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance (other than worker's compensation, or equivalent); (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

13.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or equivalent rating service or approved by the City Risk Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

13.4 Contractor shall deliver to City a performance bond in the amount of \$750,000.00 executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Agreement. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

**Article XIV
Indemnifications**

14.1 THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, LIMITED TO REASONABLE ATTORNEY'S FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK THAT IS (1) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER. CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF CITY'S NEGLIGENCE.

14.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS'S COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COST OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKER'S COMPENSATION INSURANCE IN THE STATE OF TEXAS.

14.3 SAID INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES OR BY ANY OTHER PERSON OR PERSONS.

14.4 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

14.5 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION OF THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article XV Termination

15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Agreement and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or is such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Agreement by delivery of written notice to Contractor. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Agreement for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Agreement immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Agreement and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Agreement within the required period set forth in the Bankruptcy Code.

15.3 Mutual Agreement. In the event City and Contractor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in writing.

15.4 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Agreement or otherwise granting to Contractor an exclusive Agreement and franchise for the Solid Waste Collection services to be provided herein, or an amendment to State law makes this Agreement unlawful to the extent that the Agreement grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than (10) days written notice to City.

(a) to terminate this Agreement, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination: or

(b) to continue to perform the services pursuant to this Agreement, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Agreement Fee.

If such injunction is applicable to any services provided under this Agreement other than Waste Collection services, Contractor shall have to right to terminate the provision of such other services pursuant to this Agreement, but shall not be authorized to terminate the provision of Waste Collection services, or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 15.4, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.5 Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Agreement on any September 30 occurring during the Term of this Agreement if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1 for the purpose of providing solid waste collection services to customers. This

Agreement is not, and shall not be construed as, (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

Article XVI Miscellaneous

16.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to the subject matter.

16.2 Assignment. Contractor may not assign this Agreement without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

16.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

16.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

16.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

16.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

16.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

16.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Attn: Derek Borg, City Manager
City of Princeton
123 W Princeton Drive
Princeton, Texas 75407
(972) 736-2711

With Copy to:
Clifine Fisher, Utility Supv
City of Princeton
123 W Princeton Dr
Princeton, Texas 7540
(972) 736-2711

If intended for Contractor:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

16.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all parties hereto.

16.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times and with prior written notice inspect and examine the books and records of Contractor directly related to the services performed under this Agreement for the purpose of (a) checking the salary cost and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement. Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

16.11 Compliance with Federal, State & Local Laws. The parties shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

16.12 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Disaster, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to sue commercially reasonable efforts to recommence performance as soon as possible.

16.13 Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Agreement shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Agreement. To the extent of any conflict between or among the language and provisions of this Agreement, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Agreement, then the RFP, then the Proposal.

16.14 Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

16.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

EXECUTED this _____ day of _____, 2019.

City of Princeton, Texas

By: _____

Derek Borg, City Manager

Approved as to form:

By: _____

City Attorney

EXECUTED this _____ day of _____, 2019

Contractor

By: _____

Name: _____

Title: _____