

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND COMMUNITY WASTE DISPOSAL, L.P., IN AN AMOUNT NOT TO EXCEED \$301,440.00 FOR RESIDENTIAL SERVICES AND AN AMOUNT NOT TO EXCEED \$66,428.00 FOR FACILITY SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The Contract Agreement between the Town of Addison, Texas and Community Waste Disposal, L.P., in an amount not to exceed \$301,440.00 for Residential Services and an amount not to exceed \$66,428.00 for Facility Services, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison’s General and Specific Conditions, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **22<sup>th</sup>** day of **SEPTEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

Exhibit A

**CONTRACT**  
**AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of November 2020, by and between the Town of Addison, Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the TOWN, and Community Waste Disposal, L.P., a Texas Limited Partnership, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to commence and complete (1) the services of your response to TOWN'S request for proposal (RFP):

**TOWN OF ADDISON FACILITY AND RESIDENTIAL  
REFUSE AND RECYCLING SERVICES  
RFP 20-155**

attached hereto as **EXHIBIT A**; (2) all extra work in connection therewith under the terms stated in the General and Specific Provisions of the AGREEMENT; (3) all terms stated in this AGREEMENT; (4) any additional terms stated in the Residential Trash Contract Detail, attached hereto as **EXHIBIT B**; (5) any additional terms stated in the Facilities Trash Contract Detail, attached hereto as **EXHIBIT C**; and (6) at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the RFP attached hereto and in accordance with the Advertisement for Proposals, Instructions to Proposers printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the TOWN, each of which has been identified by the endorsement of the CONTRACTOR and the TOWN thereon, together with the CONTRACTOR'S written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The TOWN agrees to pay the CONTRACTOR **\$301,440.00 for Residential Services** and **\$66,428.00 for Facility Services** in current funds for the performance of the AGREEMENT in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON  
(TOWN)

ATTEST:

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

\_\_\_\_\_  
City Secretary

COMMUNITY WASTE DISPOSAL, L.P.  
(CONTRACTOR)

ATTEST:

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

\_\_\_\_\_  
*Will Per*

**Greg A. Roemer**  
President  
**CommunityWasteDisposal.com**  
2010 California Crossing  
Dallas, Texas 75220-2310  
telephone  
972.392.9300 • 817.795.9300  
facsimile  
972.392.9301

*WJ*

# Exhibit A

## **Solicitation 20-155**

# **Town of Addison Facility and Residential Refuse and Recycling Services**

**Bid Designation: Public**



**Town of Addison**

## Bid 20-155

### Town of Addison Facility and Residential Refuse and Recycling Services

Bid Number	<b>20-155</b>
Bid Title	<b>Town of Addison Facility and Residential Refuse and Recycling Services</b>
Bid Start Date	<b>Jun 8, 2020 4:57:56 PM CDT</b>
Bid End Date	<b>Jul 7, 2020 2:00:00 PM CDT</b>
Question & Answer End Date	<b>Jun 30, 2020 12:00:00 PM CDT</b>
Bid Contact	<b>Wil Newcomer Purchasing Manager</b>
Bid Contact	<b>Michele Griffin Accounting Specialist Finance</b>
Pre-Bid Conference	<b>Jun 18, 2020 2:00:00 PM CDT Attendance is optional Location: Surveyor Water Tower Learning Center 4000 Arapaho Road Addison, Texas 75001</b>

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#### Addendum # 1

New Documents    **REVISED\_ResidentialRefuseandRecyclingRFP.docx**  
**20-155 Addisonmonthlymunicipalreport\_May2020.pdf**  
**20-155\_Addendum 1.docx**

Removed Documents    **ResidentialRefuseandRecyclingRFP.docx**

**Changes were made to the following items:**

Town of Addison Facility and Residential Refuse and Recycling Services

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#### Addendum # 2

New Documents    **20-155 Prebid Attendance Sheet.pdf**  
**20-155\_Addendum 2.docx**

**Changes were made to the following items:**

Town of Addison Facility and Residential Refuse and Recycling Services

#### Description

\*PRE-BID LOCATION SOUTHEAST CORNER ARAPAHO AND SURVEYOR

**\*\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.**

**Added on Jun 23, 2020:**

ADDING ADDENDUM 1

ADDING PREBID ATTENDANCE SHEET

ADDING MONTHLY REPORT

**Added on Jun 24, 2020:**

ADDING ADDENDUM 2

PREBID ATTENDANCE SHEET DID NOT ATTACH CORECTLY FOR ADDENDUM 1. ADDING AS ADDENDUM 2.

**Addendum # 1**

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**Addendum # 2**

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**Town of Addison, Texas**

**Request for Proposals  
For**

**Town of Addison Facility and Residential  
Refuse and Recycling Services  
RFP 20-155**



**TOWN OF ADDISON, TEXAS  
TOWN OF ADDISON FACILITY AND RESIDENTIAL  
REFUSE AND RECYCLING SERVICES PROPOSAL  
RFP 20-155**

**NOTICE TO CONTRACTORS**

Sealed Technical Statements and Price Proposals will be received by the Town of Addison, Texas at the Addison Finance Building located at 5350 Belt Line Road, Dallas, TX 75254 prior to **2:00 p.m. (CST) Tuesday, July 7th, 2020.**

Statement envelopes should clearly reflect the following: **RFP 20-155 TOWN OF ADDISON FACILITY AND RESIDENTIAL REFUSE AND RECYCLING SERVICES PROPOSAL**

Mailing address is:

Town of Addison  
Department of Finance  
Attn: Wil Newcomer  
5350 Belt Line Rd.  
Dallas, Texas 75254

Qualified prospective Contractors (“Contractor”) may obtain copies of the RFP or online at [www.bidsync.com](http://www.bidsync.com).

Since Bidsync.com maintains the Contractor files for the Town of Addison, Contractors do not need to notify the Town if they do not intend to submit a proposal on this project.

All questions concerning this project should be in writing and submitted through Bidsync.com. All responses will be posted on Bidsync.com

The Town of Addison (“Town”) reserves the right to reject or accept any or all proposals and award the most advantageous proposal received.

**\*ADDED: At its discretion, the Town reserves the right to award this solicitation to one or more vendors. The Town may award one contract for Facility and one contract for Residential or one contract for both.**

No officer or employee of the Town will have a financial interest, direct or indirect, in any contract with the Town.

It is the policy of the Town to afford all people an equal opportunity to submit a proposal on any contract being considered by the Town. The Town has a policy that prohibits discrimination against any person because of race, religion, sex, color, ethnicity, or national origin, in the award of performance of any contract.

## **SECTION 1 – GENERAL REQUIREMENTS**

### **1.1 GENERAL**

Contractors are to provide residential refuse and recycling services in accordance with the terms, conditions and requirements generally set forth in this Request for Proposals. (RFP).

This proposal is for a multi-year Residential Refuse and Recycling contract with a five (5) year base term with possible additional five (5) year terms at the Town's sole option. The Town is looking for a qualified contractor with experience and proven past performance providing solid waste and recycling services for municipalities as required by the Town's Public Works and Engineering Services Department.

The proposal shall include all personnel, labor, materials, and equipment to provide the defined service.

This RFP provides responding Contractors with the information necessary to prepare and submit the Proposal for review by the Town.

### **1.2 TERM OF CONTRACT**

Subject to the annual appropriation of revenues by the Town for the payment of the Contractor in accordance with the terms agreed upon by both parties, the Contract shall be for a five (5) year period beginning November 1, 2020 and ending on October 31, 2025 (the "Initial Term".) The Contract may automatically be extended for successive, additional five (5) year term(s) ("Additional Term"), at the Town's sole option, unless either party notifies the other party in writing, not less than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Additional Term as the case may be, of its intentions to terminate the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

### **1.3 RENUMERATION**

The Contractor shall quote a rate for service (garbage and recycling) per residential unit per month. The rate shall include any charge for trash or recycling containers, set up charge or other charges associated with providing service.

Prices provided by Contractor will be for a two (2) year period beginning November 1, 2020. Beginning with year three (3) of the Contract and every year thereafter, prices will increase or decrease by one hundred percent (100%) in wholesale price as measured by the Consumer's Price Index for All Urban Consumers (CPI-U) U.S. City Average, Garbage and Trash Collection not seasonally adjusted 12-month average in May of adjustment year.

The Town shall submit statements to and collect from all residential units.

## **1.4 HISTORICAL BACKGROUND AND GOVERNMENTAL OBJECTIVES**

In Dallas County, Texas, Addison has a population of approximately 15,000, but its business and daytime population typically reaches up to 100,000 a day.

The Town was incorporated on June 15, 1953, under an aldermanic form of government and was changed to the "Town of Addison" in 1982. In 1975, an election to allow liquor by the drink served in town was a major attribute to the expansion of businesses and restaurants. All combined, Addison's restaurants and eating establishments can seat over 20,000 patrons at one time.

Trash and recycling services in Addison are only offered to single-family home residents. There are currently approximately 2,000 single-family homes. Addison uses single-use plastic bags instead of a standard trash can or receptacle for trash disposal. The decision to continue with single-use plastic bags is the result of public opinion, but the Town is open to changing to standard trash receptacles if opinion changes. Current pick-up days are Monday and Thursday for solid waste and Monday for recycling. Service begins at 7am on both days.

The Town has a deep commitment to providing our residents with an exceptional level of customer service. The phrase "The Addison Way" has been coined to describe the friendly and helpful attitude that all Town employees exemplify. As an extension of the Town, the Contractor selected must know that an attitude of going "above and beyond" is the standard in Addison and the expectation for anyone who works for the Town.

It is the intent of the Town to work with Contractors with expertise in municipal trash and recycling to provide the proposed services in SECTION 7 – SCOPE OF SERVICES.

## **1.5 INQUIRIES AND INTERPRETATIONS**

Responses to written inquiries which directly affect an interpretation or change to this RFP will be issued in writing by the Town as an addendum and posted to Bidsync. All such addenda issued by the Town prior to the time that proposals are received will be considered part of the RFP, and the responding Contractor will be required to consider and acknowledge receipt of each addendum in its proposal.

## **1.6 SUBMISSION OF PROPOSALS**

Proposals will be received by the Purchasing Manager for the Town until time specified in the Invitation to submit proposals, at which time proposals will be publicly opened and read aloud, in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75001. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered. No changes may be made to proposals after opening.

**\*ADDED:** Submit one (1) original, **five (5) paper hard copies**, and one (1) electronic version (USB thumb drive preferred). Hard copy responses shall be enclosed in a sealed envelope, with the envelope clearly marked "**RFP 20-155 TOWN OF ADDISON FACILITY AND RESIDENTIAL REFUSE AND RECYCLING SERVICES**" and must be delivered by **2:00 p.m. (CST) on Tuesday, July 7th, 2020** to:

Town of Addison  
Department of Finance  
5350 Belt Line Road  
Addison, TX 75001

Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. **PROPOSALS RECEIVED AFTER 2:00 P.M. WILL BE DISQUALIFIED FROM CONSIDERATION AND RETURNED UNOPENED.** Note the deadline does not relate to a postmarked date, but rather the proposal must be physically delivered at the Addison Finance Building by the deadline. The Town does not assume responsibility for items lost in the mail or delivered after the deadline. The Town reserves the right to postpone the date and time for proposals through an addendum. No changes to proposals, including pricing structure, time to completion, and references may be made following submission of the proposal.

The Town reserves the right to reject all proposals, to waive any and all irregularities, and to accept or reject any item or combination of items. The Town may accept or reject any of the alternates that may be set forth in a proposal. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposing bank fails to satisfy that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

## **1.7 ADDENDA AND EXPLANATIONS**

Submitters having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the BidSync system. All addenda are issued through BidSync and acknowledgement must be returned with Contractor's proposal.

## **1.8 TAXES**

All proposals are required to be submitted without State Sales tax. The Town is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful Contractor.

## **1.9 KNOWLEDGE OF CONDITIONS**

Before submitting a proposal, each Contractor will be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP. Failure to make the necessary examinations or investigations will not relieve the responding Contractor from its obligation to comply, in every detail, with all provisions and requirements of this RFP.

## 1.10 INDEMNIFICATION

**CONTRACTOR'S INDEMNITY OBLIGATION. CONTRACTOR COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO OWNER), INDEMNIFY, AND HOLD HARMLESS OWNER, ITS PAST, PRESENT AND FUTURE ELECTED AND APPOINTED OFFICIALS, AND ITS PAST, *PRESENT* AND FUTURE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, THE "OWNER PERSONS" AND EACH BEING AN "OWNER PERSON"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES (INCLUDING ATTORNEY'S FEES), FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER, MADE UPON OR INCURRED BY OWNER AND/OR OWNER PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) THE SERVICES TO BE PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY CONTRACTOR UNDER THIS AGREEMENT, (III) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY CONTRACTOR PERSONS (AS HEREINAFTER DEFINED) AND ANY THIRD PERSONS OR PARTIES, AND/OR (IV) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY CONTRACTOR OR BY ANY OF ITS OWNERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES, OR ANY OTHER PERSON OR ENTITY FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES (COLLECTIVELY, "CONTRACTOR PERSONS"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. CONTRACTOR SHALL PROMPTLY ADVISE OWNER IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY OWNER PERSON RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S SOLE COST AND EXPENSE. THE OWNER PERSONS SHALL HAVE THE RIGHT, AT THE OWNER PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREUNDER. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**THE PROVISIONS IN THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS ARE SEVERABLE, AND IF ANY PORTION, SENTENCE, PHRASE, CLAUSE OR WORD INCLUDED THEREIN SHALL FOR ANY REASON BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, VOID, OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY, VOIDNESS, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF, AND THIS DEFENSE, INDEMNITY AND HOLD HARMLESS**

PROVISION SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, VOID, OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED IN THIS AGREEMENT. IN THAT REGARD, IF THE CAPITALIZED LANGUAGE INCLUDED IN THE FOREGOING INDEMNITY IS SO DETERMINED TO BE VOID OR UNENFORCEABLE, THE PARTIES AGREE THAT:

(I) THE FOREGOING DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION OF CONTRACTOR SHALL BE TO THE EXTENT CLAIMS ARE CAUSED BY, ARISE OUT OF, OR RESULT FROM, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CONTRACTOR OR ANY CONTRACTOR PERSONS; AND

(II) NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING SUBPARAGRAPH (I), TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER AND OWNER PERSONS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIMS ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, OR ANY ACT OR OMISSION, OF OWNER OR ANY OWNER PERSONS, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. THE INDEMNITY OBLIGATION UNDER THIS SUBPARAGRAPH (II) SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

RESPONDING CONTRACTORS WILL INDEMNIFY AND HOLD HARMLESS THE TOWN FROM ANY LIABILITY, CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, COSTS, EXPENSES, CHARGES OR FEES, INCLUDING ATTORNEY'S FEES, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY; AND, ANY ACT OF OMISSION OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, OR AGENTS, IN CONNECTION WITH OR ARISING OUT OF, WHETHER DIRECTLY OR INDIRECTLY, ANY AGREEMENT ARISING FROM THIS REQUEST FOR PROPOSALS.

### **1.11 INSURANCE REQUIREMENTS**

The responding Contractor will agree to furnish and maintain continuously during the period of this contract, and any renewals or extensions, insurance coverage meeting all of the requirements.

The Contractor shall review, execute, and submit insurance requirements with the proposal as attached.

### **1.12 RESOLUTION OF DISPUTES**

If a dispute arises between a bidder and the Town, as a condition precedent to filing a lawsuit or seeking a remedy through the courts, the bidder will notify the Town of its

request to mediate the dispute and the parties agree to attend, within forty-five (45) days, a non-binding mediation of at least four (4) hours in duration, the cost of which shall be borne equally by the parties and each party shall be responsible for its own legal fees and expenses related to any such mediation. If any bidder initiates any legal action to enforce or interpret any of the terms or provisions of this RFP or the bid process without first following the express provisions of this Section, the bidder expressly waives its claims against the Town, its officers, employees, agents or representatives.

### **1.13 NON-DISCRIMINATION POLICY**

It is the policy of the Town to afford all people an equal opportunity to submit a proposal on any contract being let by the Town and requires its employees, agents, and contractors to adhere to this policy. The policy prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

### **1.14 EX PARTE COMMUNICATION**

Please note that to insure the proper and fair evaluation of a Submittal, the Town prohibits ex-parte. communication (e.g., unsolicited) initiated by the Responder to a Town Official, Employee, or Consultant evaluating or considering the proposal prior to the time a formal decision has been made by the Town of Addison City Council. Questions and other communication from Contractors will be permissible until 10:00 am on the day specified as the deadline for questions only through BidSync. Any communication between Responder and the Town after the deadline for questions will be initiated by the appropriate Town Official, Employee, or Consultant only to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex-parte communication may be grounds for disqualifying the offending Responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

### **1.15 MATERIAL AND WORKMANSHIP**

All equipment, material, and articles incorporated into the work covered by this Contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. All work under this Contract shall be performed in a skillful and workmanlike manner. The Town may require, in writing, the Contractor remove from the work any employee the Town deems incompetent, careless, or otherwise objectionable, and Contractor shall comply with such request immediately. The apparent silence of these specifications as to any detail or to the apparent omission from it 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 based on this statement.

### **1.16 COLLECTION EQUIPMENT**

- 1) The Contractor shall always provide and maintain a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work (garbage and/or recycling) and render the services required by the Contract. The Contractor shall provide evidence of the ability to perform under breakdown or layoff conditions, in the

form of an alternate plan of action, if requested by the Town.

- 2) The Contractor's vehicles shall be clearly identified with the name, address, and phone number of the Contractor's local office on each of its cab doors or an equally conspicuous location on the vehicle.
- 3) Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. At no time shall garbage collection vehicles be used to collect recycling material or recycling collection vehicles be used to collect garbage.
- 4) Each collection vehicle shall always be kept clean and in good operating condition. The Town reserves the right to inspect Contractor's vehicles at any time. If the Town inspector determines the vehicle to be offensive or unsafe, the Contractor shall repair, clean, and deodorize the equipment at its own expense.
- 5) The Contractor shall establish its own routes and submit route list to the Town for prior review and approval.
- 6) Vehicles must operate and be of appropriate size to not damage property. Damage caused by contractor must be repaired to Town of Addison standards within 10 business days of incident.
- 7) All collections shall be made as quietly as possible to conform to all Federal, State, County, and Town noise level regulations.

### **1.17 WARRANTIES**

In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall not limit the Town's rights with respect to latent defects, gross mistakes, or fraud.

This warranty shall continue for Initial Term and any subsequent Additional Terms.

The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Town-owned or controlled real or personal property or private property, when that damage is the result of:

- 1) The Contractor's failure to conform to Contract requirements;
- 2) Any defect of equipment, material, workmanship, or design furnished; or
- 3) Any work performed by or on behalf of the Contractor that fails to meet the Town's expectations as set forth herein as solely determined by the Town.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this



clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

The Town shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If the Contractor fails to remedy any failure, defect, or damage within three (3) days after receipt of notice, the Town shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- 1) Obtain all warranties that would be given in normal commercial practice;
- 2) Require all warranties to be executed, in writing, for the benefit of the Town, if directed by the Town's Representative; and
- 3) Enforce all warranties for the benefit of the Town, if directed by the Town's Representative.

## **1.18 CLEANING**

Clean-up of all areas affected by the services will be the Contractor's responsibility. The Contractor shall always keep the area from where it retrieves solid waste and recyclables, free from accumulations of said materials. In the case that there is a spillover of materials onto the street or sidewalk the Contractor is responsible for immediate clean-up. Upon completing the service, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Town.

## **1.19 ACCIDENT PREVENTION**

The Contractor shall provide and maintain work environments and procedures which will:

- 1) Safeguard the public and Town personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- 2) Avoid interruptions of Government operations and delays in project completion dates;
- 3) Control costs in the performance of this Contract.
- 4) Provide appropriate safety barricades, signs, and signal lights;
- 5) Comply with the local, state, and federal standards;
- 6) Ensure that any additional measures the Town's Representative determines to be reasonably necessary for the purposes are taken; and

- 7) All employees' equipment used on the project shall be clearly identified with the Contractor's name and LOGO.

Whenever the Town's Representative becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Town personnel, the Town's Representative shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Town's Representative may order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## **SECTION 2 – PREPARATION COSTS**

All costs incurred in responding to the RFP will be the responsibility of the Contractor submitting the proposal and any subsequent proposals as part of this RFP.

## **SECTION 3 – DURATION**

The responding Contractor must agree, in writing, that all information contained in the submitted proposal is valid for at least one hundred and seventy five (175) days or five (5) months, from the date of submittal or until a final contract is approved, whichever occurs first. It should be noted that the contract will be awarded in September, but work will not begin until the existing contract terminates on October 31, 2020. Promotional and informational work may be done prior to the November 1<sup>st</sup> start date.

## **SECTION 4 - CONTRACT TERMS**

The Public Works and Engineering Services Department will make the final selection of a Contractor for Town Council consideration and action. The selected Contractor(s) may be required to enter a Contract that incorporates all of the obligatory points in this RFP.

Subject to the annual appropriation of revenues by the Town for the payment of the Contractor in accordance with the terms agreed upon by both parties, the Contract shall be for a five (5) year period beginning November 1, 2020 and ending on October 31, 2025 (the "Initial Term".) The Contract may be extended for successive, additional five (5) year term(s) ("Additional Term"), at the Town's sole option, unless either party notifies the other party in writing, not less than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Additional Term as the case may be, of its intentions to terminate the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.



## **SECTION 5 - PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

All proposals that have been submitted will be open for public inspection after the Contract is awarded, except for trade secrets and confidential information contained in the proposals to the extent marked “confidential” by the proper responding party. Should a contractor consider any portion of the proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, then the Contractor must clearly identify those portions.

The Town will honor a Contractor’s notations of trade secrets and confidential information and will decline to release such information initially, but note that the final determination of whether a particular portion of a Contractor’s proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of the proposal that that the Contractor has marked as being confidential information, Contractor contact will be notified of such request and Contractor will be required to justify Contractor’s legal position in writing to the Texas Attorney General pursuant to Texas Government Code Section 552.305, as amended. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and/or Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking entire proposal “CONFIDENTIAL”/“PROPRIETARY” **is not** in conformance with the Texas Public Information Act.

## **SECTION 6 - CALENDAR OF EVENTS**

<u>2020 Target Date</u>	<u>Description of Events</u>
<i>June 8th</i>	Release RFP for distribution.
<i>June 9<sup>th</sup></i>	Begin advertisement for proposals in Dallas Morning News.
<i>June 18th</i>	<b><u>Pre-Proposal Conference to discuss RFP at 2:00 PM; Surveyor Water Tower Learning Center, 4000 Arapaho Road, Addison, TX 75001 (Attendance strongly encouraged, attendees receive 5 points toward proposal evaluation)</u></b>
<i>June 30th</i>	Deadline to submit questions
<i>July 7th</i>	Proposals due by 2:00 PM Addison Finance Building, 5350 Belt Line Road, Addison, TX 75001

## **SECTION 7 – SCOPE OF SERVICES**

- 7.0** The Town is soliciting Proposals from Contractors for the right to provide collection and removal of solid waste and recyclable materials for single-family residential units (Minimum of 2,000) within the corporate limits of the Town of Addison. Further, the Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for said collection and removal. Contractor may not use subcontractor personnel, labor, equipment, trucks and/or any and all other items necessary to provide for said collection and removal required by the Town pursuant to the Contract.

Contractor must demonstrate successful ten (10) year minimum experience in residential solid waste collection and prior five (5) year minimum experience in residential recycling collection.

### **7.1 DEFINITIONS**

**Town:** Town of Addison, Texas.

**Bags or Garbage Bags:** Plastic sacks designed to store up to 35 lbs. of refuse with sufficient wall strength to maintain the physical integrity when lifted by top.

**Bulk Waste:** Stoves, water tanks, washing machines, furniture, large pieces of construction debris (generated from the residential unit only) and other waste material other than dead animals and hazardous waste with weights of volumes greater than those that fit in garbage bags.

**Bundled Brush:** Tree, shrub and brush trimmings, and dead trees or branches thereof bundled together and not exceeding five feet in length, or 50 lbs. in weight.

**Construction Debris:** Building material waste resulting from construction, remodeling, repair, or demolition operations of residential unit.

**Contract Documents:** The Request for Proposals, Instruction to Submitters, Contractor's Proposal, General Specifications, the Contract Performance Bond, Contract for Services, and any additional documents deemed required by the Town to complete the transaction between the Town and Contractor.

**Contractor:** The person, corporation or partnership performing services under this Contract.

**Dead Animals:** Animals or portions thereof, greater, or equal to 10 pounds that have expired from any cause, except those slaughtered or killed for human use.

**Director:** The Town of Addison Public Works and Engineering Services Director or their designee.

**Disposal Site:** A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse, dead animals and recyclables.

**Electronics Waste (E-Waste):** Discarded electronics that include, but are not limited to: computers, computer accessories, printers and copiers, fax machines, power supplies and chargers, data center equipment, cell phones, telephones, and PDAs, TVs, VCRs, sound boards and equipment, small appliances.

**Facility Refuse:** All garbage, rubbish, bulk waste, unbundled brush, and bundled brush generated by the Town of Addison.

**Garbage:** Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumptions; every accumulation of waste (animals, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulk Waste, Construction Debris, Dead Animals, pool chemicals and Hazardous Waste.

**Hazardous Waste:** Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law.

**Household Hazardous Waste (HHW):** Any solid waste generated in a household by a consumer, which contains hazardous substances, which may pose threat to the environment, wildlife, and human health. HHW substances include paint, cleaning products, indoor pesticides, automotive products (motor oil, fuel additives, starter fluids, antifreeze, etc.), lawn and garden products, batteries, fluorescent light bulbs and any household flammable products.

**Overflow:** All garbage generated at a residential unit that does not fit inside garbage bags but is not considered Bulk Waste.

**Producer:** An individual who generates refuse.

**Recycling Bins:** A container with lid and decal illustrating what can/cannot be recycled.

**Recyclable Material (Recycling):** Recyclable material shall include all newsprint including slicks, magazines, phone books, aluminum food and beverage cans, all steel and tin cans, empty aerosol cans, clear, green, and brown glass, and plastic containers #1-5 and #7. Other materials may be added by mutual consent of the Town and Contractor.

**Refuse:** All matter thrown away or rejected as worthless.

**Resident:** Person residing at a residential unit.

**Residential Unit:** A dwelling within the corporate limits of the Town of Addison occupied by a single family with an individual, domestic, Town-inspected water meter.

**Residential Refuse:** All garbage, rubbish and bundled brush generated by a customer at a residential unit.

**Rubbish:** All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used or discarded clothing, shoes and boots, combustible waste pulp and other products such as those used for packaging, glass, ashes, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulk Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

**Single-Family House:** The single-family house includes fully detached, semidetached (semi attached, side-by-side), row houses, and townhouses. In the case of attached units, each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

**Subcontractor:** Any person, firm, entity, corporation, or partnership acting on behalf of the Contractor in the fulfillment of the term, conditions, requirements and services of the RFP and/or the Contract.

**Sustainable Management Plan:** Document prepared by the Contractor detailing the goals and vision for lessening the company's impact on the environment and approved by the Director.

**Town Representative:** The Town of Addison's Public Works & Engineering Services Director or their designee for residential refuse and recycling. The Town of Addison's General Services Director or their designee for facility refuse and recycling.

**Unbundled Brush:** Tree, shrub and brush trimmings, and dead trees or branches thereof not bundled together, and any bundled brush that exceeds the specified limits for bundled brush collection.

## 7.2 TYPE OF COLLECTION

### 1) Service Provided - Residential Refuse

- a) Contractor shall provide manual curbside collection of Residential Refuse to each residential unit two (2) days per week. Collection days shall be chosen by the Contractor but must remain within Monday through Friday. Notification of delay or cancellation of service must be given to the Town by 8:00am on days of inclement weather incidents, including but not limited to ice, snow, flooding, etc. ("Inclement Weather"). Collection shall begin by 7:00am on the designated collection day. In the event of Inclement Weather, Contractor shall immediately

coordinate with Director for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.

- b) Contractor shall provide curbside, alleyway or closet collection where necessary. Note: residential units on Le Grande Drive, Winter Park Lane, Pokolodi Circle, Leadville Place and Rush Circle have closets on the side of their garages for garbage storage. **NOT ALL RESIDENTIAL UNITS CURRENTLY USE CLOSETS, BUT CONTRACTOR MUST CHECK ALL CLOSETS AND EMPTY IF BEING USED.**
- c) Contractor shall collect all residential refuse at curbside, alleyway, and closet regardless of volume set out. No extra compensation will be given for increase in number of bags or cans set out on garbage days. **Contractor shall pickup all residential refuse set out in other suitable containers such as but not limited to garbage cans, cardboard boxes, buckets, etc.**
- d) The Contractor shall collect all bundled brush.
- e) All refuse collected by the Contractors shall be so contained, tied, or enclosed that leaking, spilling, or blowing is prevented. All refuse collected for disposal by the contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contractor's Proposal. **The Contractor shall demonstrate in writing that he has secured adequate landfill capacity to disposal of all Town refuse for a minimum fifteen (15 ) year period.**
- f) The Contractor shall provide the Town of Addison with a Customer Service and Quality Assurance Plan. The Plan must detail the standard operating procedure for a missed trash pick-up (must be retrieved within 24 hours) and preferably, provide an online tracking service of customer complaints/requests. Locally based customer service personnel with same day response requirements are preferred.
- g) The Contractor shall provide the Town with a detailed Residential Refuse Education Outreach Plan. The plan shall include: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.) The outreach materials shall include information that informs residents on the dates/time that residential refuse is retrieved and the acceptable method of containment.

## 2) **Service Provided - Residential Recycling**

- a) The Contractor shall provide each single-family home with a container for recyclables. This container will either be a 64-gallon (or similar size) rolling cart with an attached lid or a 13-gallon (or similar size) bin with lid to be chosen by each individual resident based on the residents preference for container size. This container shall come with a decal explaining what can/cannot be recycled. In the case that a container is lost or damaged the Contractor shall provide a new container at no cost to the resident. If a residence has already been provided one (1) free replacement, the second time a request for a new container is made the



resident will be charged a fee decided upon by the Contractor and the Town. If the resident can show proof that the container was damaged by the Contractor, a new container will be issued without charge.

- b) The Contractor shall collect recyclable materials, once per week, beginning at 7:00 a.m. from all residences (Minimum of 2,000) receiving individual garbage collection services in Town. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service. Notification of delay or cancellation of service must be given to the Town by 8:00am on days of Inclement Weather, including but not limited to ice, snow, flooding, etc. (“Inclement Weather”). In the event of Inclement Weather, Contractor shall immediately coordinate with Director for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.
- c) The Contractor shall collect all clean recycling materials that are placed curbside, this includes but is not limited to, items such as empty appliance boxes, that cannot fit into the provided container.
- d) All recycling containers shall be placed after collection in such a manner as to not interfere with street, sidewalk, and mailbox access. All container lids shall be replaced and/or shut when collection is complete.
- e) The Contractor shall provide the Town of Addison with a Customer Service and Quality Assurance Plan. The Plan must detail the standard operating procedure for a missed recycling pick-up (must be retrieved within 24 hours) and preferably, provide an online tracking service of customer complaints/requests. Locally based customer service personnel with same day response requirements are preferred.
- f) The Contractor shall provide the Town with a detailed Recycling Education Outreach Plan. The plan shall include an innovative, collaborative, social-marketing based education and outreach program including: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.)

### **3) Service Provided-Town Facilities Refuse**

- a) The Contractor shall provide services contained within this proposal, at specified Town facility locations with the specified containers and scheduled pick-ups as noted in section 8 Price Proposal.
- b) Contractor shall pick up regulated waste as shown in section 8, table for Town facility pricing on an as needed basis. A Department representative will contact the vendor with site locations when services are needed. The same safety and legal requirements pertain to Town facilities as the Town residents.

- c) Contractor shall be responsible for visiting the sites and ascertaining pertinent local conditions such as location, accessibility, and general character of the site(s), the character and extent of existing work.
- d) Vendor shall be responsible for preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.
- e) All work shall be completed in a manner that minimizes the possibility of any threat to human health and safety or the environment.

#### **4) Service Provided-Town Facilities Recycling**

- a) The Contractor shall provide specified Town facility locations with an adequate number of containers, both interior desk size and exterior carts, per individual facility requirements for recyclables. This container shall come with a decal explaining what can/cannot be recycled. In the case that a container is lost or damaged the Contractor shall provide a new cart at no cost to the Town. If the Town has already been provided one (1) free replacement, the second time a request for a new container is made the Town will be charged a fee decided upon by the Contractor and the Town. If the Town can show proof that the container was damaged by the Contractor, a new container will be issued without charge.
- b) The Contractor shall collect recyclable materials, in coordination with local neighborhoods receiving individual garbage collection services in Town. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service. Notification of delay or cancellation of service must be given to the Town by 8:00am on days of Inclement Weather, including but not limited to ice, snow, flooding, etc. ("Inclement Weather"). In the event of Inclement Weather, Contractor shall immediately coordinate with Town of Addison General Services Department designated staff for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.

**7.3 GENERAL PERFORMANCE REQUIREMENTS:** The Contractor shall provide the following minimum services:

- 1) All collections shall be made as quietly as possible to conform to all Federal, State, County or Town noise level regulations.
- 2) All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001. The Town shall make payment within thirty (30) days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall be itemized according to the awarded unit cost. Unit cost shall not change for the first two (2) years of the Initial Term of the Contract.
- 3) New Customers may be added at any time.

- 4) The Town may wish to change the scope of this Contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices in writing. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.
- 5) No Change Order shall be made without a written order from the Town, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this Contract, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.
- 6) No Waiver - One or more waivers to any covenant, term or condition of this Contract by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Contract or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 7) Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Contractor and Addison. No different or additional terms will become part of this Contract except as properly executed in an addendum or change order.
- 8) Contractor shall familiarize himself with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 9) The Contractor binds himself, his partners, successors, assigns and legal representative to the Town party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10) The Contractor agrees to pay not less than the minimum wage rates established by law.
- 11) Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it 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 based on this statement.

- 12) Prior or pending litigation or law suits: Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable

#### **7.4 EMPLOYEES**

- 1) All field employees of the Contractor shall wear uniforms identifying them as employees of the Contractor. Employees driving any vehicle in connection with the Contract shall, always, possess and carry the appropriate State of Texas Operators License for the vehicle being operated.
- 2) The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves, or in any way represent themselves, as being employees or agents of the Town of Addison.
- 3) The Contractor shall prohibit the drinking of alcoholic beverages or the use of controlled substances by employees while on duty or while performing duties under this contract.
- 4) The Contractor shall maintain a local office and an authorized managing agent and provide the address to the Town. The Contractor shall furnish the Town the name of the managing agent prior to commencing operations and will notify the Town if the managing agent is changed. The managing agent shall serve as point of contact for communication between the Town and the Contractor. On collection days the Contractor's local office shall be open during normal business hours.

#### **7.5 REPORTING REQUIREMENTS**

- 1) The Contractor shall provide the Town with monthly recycling reports within five (5) days from the end of the month being reported. These reports shall include:
  - a) Estimated tonnage of all materials received by type of material, based on "test load" percentages:
  - b) Average percent of total weight collected by material:
  - c) ~~Material market prices and amount to be paid to Town (50%); and REMOVED~~
  - d) Average pounds per home per month.
- 2) The Contractor shall provide the Town with a monthly garbage collection report within five (5) days from the month being reported. This report shall include the tonnage of all material collected for the month.

## 7.6 TERMINATION OF CONTRACT

BY TOWN: Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at its sole option, shall have the right to terminate the Contract without further cause.

- 1) Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
- 2) If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Contract, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction and the Contractor shall correct the deficiencies by noon of the following day. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
  - a) Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
  - b) Terminate the Contract immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
  - c) The Town of Addison reserves the right to cancel this Contract at any time, without cause with one hundred and eighty (180) days written notice.
  - d) The Town may be required to cancel the Contract if the governing body does not provide funding for any fiscal year beginning October 1.

### BY CONTRACTOR

- 1) Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least one hundred and eighty (180) days written notice shall be given to the Director of Public Works for Town of Addison.
- 2) The Town shall deduct any out of pocket costs, associated with re-bidding this Contract, from money owed the Contractor. Also, any in the cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

**SECTION 8 – PROPOSAL REQUIREMENTS****Tab 1: MANDATORY REQUIREMENTS:**

- 1) Provide a signed Letter of Interest including a narrative describing the Contractor's unique qualifications to provide services as requested for the Town;
- 2) Statement about the availability and commitment of the Contractor, including all key personnel (Project Manager and Route Supervisor) who will provide services for the Town;
- 3) Indemnification Agreement, executed and signed, Attachment B; and
- 4) Insurance Agreement, executed and signed; Attachment C.

**Tab 2: PROGRAM MANAGEMENT ORGANIZATION AND RESUMES:**

- 1) Provide an organizational chart showing the roles of the key team members that will be assigned to the Town's projects;
- 2) Provide resumes giving the experience and expertise of the team members that will be involved with the Town's projects, including each one's experience with similar public sector projects;
- 3) The Project Manager must have successful experience in similar roles and with public entities; and
- 4) The Route Supervisor must have successful experience in similar projects in addition to appropriate certifications, licenses, etc.

**Tab 3: EXPERIENCE AND PAST PERFORMANCE:** List past or current customer cities and contact for which the Contractor has provided or is providing services which are most related to the project. The following information for each relevant project listed; projects must be within the last five (5) years and maximum of five (5) projects presented:

- 1) Customer city and number of single-family households serviced;
- 2) Cost per single-family household;
- 3) Services offered (i.e. 96-gallon roll cart for trash and recycling, twice per week);
- 4) Duration of service (2 months servicing, 6 years servicing, etc.);
- 5) Responsible individual in charge of the work; and
- 6) Reference/contact for the city complete with phone, email, and mailing contact information.

Tab 4: CUSTOMER SERVICE AND QUALITY ASSURANCE PLAN

Tab 5: RECYCLING OUTREACH AND EDUCATION PLAN

Tab 6: PRICE PROPOSAL

**Residential Refuse:** Contractor shall provide manual curbside collection of Residential Refuse to each residential unit two (2) days per week beginning at 7:00 a.m. Collection days shall be chosen by the Contractor but must remain within Monday through Friday. Contractor shall collect all garbage, rubbish and bundled waste at curbside, alleyway, and closets regardless of volume set out. Contractor shall pickup all garbage set out in other suitable containers such as but not limited to garbage cans, cardboard boxes, buckets, etc.

**Recycling:** The Contractor shall provide each single-family home with a container for recyclables. This container shall come with a decal explaining what can/cannot be recycled. The Contractor shall collect recyclable materials, once per week, beginning at 7:00 a.m. from all residences (Minimum of 2,000) receiving individual garbage collection services in Town. The Contractor shall collect all clean recycling materials that are placed curbside, this includes but is not limited to, items such as empty appliance boxes, that cannot fit into the provided container. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service. Recycling and Bulk/Brush pickup shall not be on the same day as to limit the amount of waste items set out for collection on any one day.

**Bulk Trash and Unbundled Brush:** Services include a once weekly sweep of all residential areas of Town to collect all bulk and brush that is set out for collection beginning at 7:00 a.m. from all residences (Minimum of 2,000) receiving individual garbage collection services in Town. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service. Recycling and Bulk/Brush pickup shall not be on the same day as to limit the amount of waste items set out for collection on any one day. The contractor will also provide an on-call service where residents can request a special collection that shall be picked up within 2 business days of the request.

**Town Facilities:** Services include facility refuse removal and recycling services at Town of Addison Municipal facilities. Contractor will supply all labor, equipment, materials, transportation, fuel, and supervision necessary to provide collection and disposal services for solid waste, bulk trash, and recyclables at Town of Addison Municipal Facilities. Contractor will provide and replace upon pick up, at the locations, container types and pick-up schedules as shown below.

**Residential Base Pricing (based on 2,000 units)**

Service	Monthly Cost per Residence	Annual Cost
Residential Refuse		
Residential Recycling		
<b>Total</b>		

**Residential Alternate / Additional Costs (based on 2,000 units)**

Service	Monthly Cost per Residence	Annual Cost
Residential Refuse service only		
Bulk Trash and Unbundled Brush		

**Town Facility Pricing**

Location	Container Type	Scheduled Pick-Ups	Monthly Container Rental Cost	Monthly Pickup and Disposal Cost	Total Annual Cost
Service Center	6 yd Front Load	Twice a week (Tuesdays & Fridays)			
	40 yd Roll Off	On call (estimated 58 pickups/year)			
	30 yd Roll Off	On call (estimated 72 pickups/year)			
Finance Department	2 yd Front Load	Once a week (Saturdays)			
Fire Station #1	8 yd Front Load	Twice a week (Tuesdays & Fridays)			
Fire Station #2	8 yd Front Load	Twice a week (Tuesdays & Fridays)			
Police Department	10 yd Front Load	Twice a week (Tuesdays & Fridays)			
Conference Centre	2 Containers - 8 yd Front Load	Twice a week (Mondays & Fridays)			
<b>Total</b>					



For Town Facilities, provide a fee schedule for your services for each location and rental prices for additional disposal services.

### **SECTION 9 – EVALUATION**

Firms will be evaluated on the following criteria:

Cover letters, unnecessarily elaborate brochures, or other presentations beyond those sufficient to response to this request are not desired and discouraged.

<b>EVALUATION FACTORS</b>	<b>Percent</b>
9.1 EXPERIENCE AND PAST PERFORMANCE	25%
9.2 PRICE PROPOSAL	45%
9.3 CUSTOMER SERVICE & QUALITY ASSURANCE PLAN	25%
9.4 PRE-PROPOSAL CONFERENCE ATTENDANCE	5%

**Residential Base Pricing (based on 2,000 units)**

Service	Monthly Cost per Residence	Annual Cost
Residential Refuse		
Residential Recycling		
<b>Total</b>		

**Residential Alternate / Additional Costs (based on 2,000 units)**

Service	Monthly Cost per Residence	Annual Cost
Residential Refuse service only		
Bulk Trash and Unbundled Brush		
<b>Total</b>		

**Town Facility Pricing**

Location	Container Type	Scheduled Pick- Ups	Monthly Container Rental Cost	Monthly Pickup and Disposal Cost	Total Annual Cost
Service Center	6 yd Front Load	Twice a week (Tuesdays & Fridays)			
	40 yd Roll Off	On call (estimated 58 pickups/year)			
	30 yd Roll Off	On call (estimated 72 pickups/year)			
Finance Department	2 yd Front Load	Once a week (Saturdays)			
Fire Station #1	8 yd Front Load	Twice a week (Tuesdays & Fridays)			
Fire Station #2	8 yd Front Load	Twice a week (Tuesdays & Fridays)			
Police Department	10 yd Front Load	Twice a week (Tuesdays & Fridays)			
Conference Centre	2 Containers - 8 yd Front Load	Twice a week (Mondays & Fridays)			
<b>Total</b>					

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b><u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial (Public) General Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

- 2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- 3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

—  
**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

**(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

**(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.**

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:



### **Interested Parties**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

## Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.



17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier 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 Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) 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 (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. 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. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The

proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. NO BOYCOTTING ISRAEL. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

**Electronic Bids:** The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of \_\_\_\_\_ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmbl/cmblhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this

contract, if awarded under the same Terms and Conditions? Yes  No

Bid Bond: Is Bid Bond attached if applicable?  Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:    Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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# Community Waste Disposal Monthly Report to the Town of Addison

Robert Medigovich *Municipal Coordinator*





# Municipal Recycling Program



## Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the Town of Addison are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	May-2020	Apr-2020	Mar-2020	Feb-2020	Jan-2020	Dec-2019	Nov-2019	Oct-2019	Sep-2019	Aug-2019	Jul-2019	Jun-2019
<b>Homes</b>	1,843	1,845	1,827	1,833	1,824	1,817	1,810	1,825	1,825	1,821	1,823	1,828
<b>Resi Rcy Tonnage</b>	41.28	38.86	33.48	22.08	38.26	44.84	34.26	36.25	34.51	29.38	30.11	41.40
<b>Pounds / Home / Month</b>	44.80	42.12	36.65	24.09	41.95	49.36	37.86	39.73	37.82	32.27	33.03	45.30



# Municipal Service Inquiries



## Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	May-2020	Apr-2020	Mar-2020	Feb-2020	Jan-2020	Dec-2019	Nov-2019	Oct-2019	Sep-2019	Aug-2019	Jul-2019	Jun-2019
<b>Service Opportunities</b>	23,940	23,966	23,732	23,810	23,693	23,602	23,511	23,706	23,706	23,654	23,680	23,746
<b>Service Inquiries</b>	2	0	1	1	3	1	2	1	1	3	1	0
<b>Per 1,000 Service Opps</b>	0.08	0.00	0.04	0.04	0.13	0.04	0.09	0.04	0.04	0.13	0.04	0.00





# Customer Service Inquiries - Detail



## Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the Town of Addison and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

### City Account Complaints for the Period of 05/01/2020 - 05/31/2020

Account	Address	Service Type	Service Code
106374-382	14588 BLUEBERRY CT	RESI-RECYCLE	SERVICE RCYCART
106374-402	14737 STANFORD CT	RESI-RECYCLE	SERVICE RCYCART
			<b>Total RESI-RECYCLE: 2</b>
			<b>Total Inquiries: 2</b>



**June 23, 2020**

**Bid No. 20-155**

**Facility and Residential Refuse and Recycling Services**

**Addendum #1**

**Replacing RFP Document with REVISED\_RFP Document**

- Adding verbiage to award as one contract or split award
- Adding verbiage for five (5) paper hard copies to submission or proposals
- Removing verbiage "Material market prices and amount to be paid to Town (50%)"
- Removing "Total" row in table Residential Alternate / Additional Costs (based on 2,000 units)

**Additional Documents**

- Adding Pre-bid Attendance Sheet (document)
- Adding Monthly Report as requested (document)

RFP# 20-155 Town of Addison Facility & Residential Refuse & Recycling Services

2:00 PM Local Time

Surveyor Water Tower Learning Center

6/18/20

Attendance Sheet

Please print clearly. If attending on behalf of someone else who will be the primary contact for your company's bid, please also provide that person's name and contact information.

	Name	Title	Entity
1	Todd Weinheimer	Asst Dir. of Public	Town of Addison
2	Shawn Chears	Public Management Assistant	Town of Addison
3	Leigh Collins	Municipal Sales Manager	Republic Services
4	Robert Sloan	Division Manager	"
5	JANET VITALE	DEM	UMGA
6	SCOTT HUNTER	DEM	FRONTIER
7	Tim the Anderson	W.P.	FRONTIER WASTE
8	Chuck Conroy	Sales	FRONTIER WASTE
9	Pyrrus Frazier	Sales / Public Service	FRONTIER WASTE SOLUTIONS
10	<del>Pyrrus Frazier</del>	<del>General Sales Supervisor</del>	<del>Town of Addison</del>
11	Bob Brownstein	Director of General Services	TDA
12	Gunnar Gust	Asst. Mgr	Republic
13	Jason Roemer	Municipal Coordinator	Community Waste Disposal
14	Paul Hansch	General Manager	CWD
15	Shannon Wicks	DPW	TDA
16	Wj Neussner	Purchasing Mgr	TOA
17			
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**June 24, 2020**

**Bid No. 20-155  
Facility and Residential Refuse and Recycling Services**

**Addendum #2**

**Additional Documents**

- Adding Pre-bid Attendance Sheet (document did not attach correctly for Addendum 1)

## Question and Answers for Bid #20-155 - Town of Addison Facility and Residential Refuse and Recycling Services

### Overall Bid Questions

#### Question 1

How can I find the CWD original contract and the current customer rates? (Submitted: Jun 23, 2020 3:50:47 PM CDT)

#### Answer

- Thank you for the question. Both are available for public viewing on the Town's website at <https://addisontexas.net>

For contract, select: Council Agenda and search for meeting date 8/25/15, agenda item #11.

For current rates, select: Departments/Finance/Utilities. Go to "Rate Change Alert" and select "Click here to find more details." At the bottom of that page, select the PDF document "2019-2020 Utility Rate Table." (Answered: Jun 23, 2020 4:06:07 PM CDT)

#### Question 2

Addendum 1 states the Pre-Bid Attendance Sheet was added. Has t his been added? I am not able to locate that document. (Submitted: Jun 24, 2020 3:50:13 PM CDT)

#### Answer

- We added addendum 2 and added the document. It appeared to attached but then did not. (Answered: Jun 24, 2020 3:52:36 PM CDT)

# Exhibit B

## RENUMERATION

Prices provided by Contractor will be for a two (2) year period beginning November 1, 2020. Beginning with year three (3) of the Contract and every year thereafter, prices will increase or decrease by one hundred percent (100%) in wholesale price as measured by the **Consumer's Price Index for All Urban Consumers (CPI-U) U.S. City Average, Garbage and Trash Collection not seasonally adjusted 12-month average in May of adjustment year.**

**The Town will allow for the Contractor to propose adjustments to the rate based on circumstances beyond their control that would increase the rate beyond the agreed upon annual increase. The proposed adjustment must be submitted to and approved by the City Council.**

**In the instance of a denied adjustment by the City Council** either party may notify the other in writing of its intentions to terminate the Contract, with one hundred and eighty (180) day notice. Any such written notice shall be served by certified or registered mail, return receipt requested. Contract shall then terminate not less than one hundred and eighty (180) days from the date of notification.

The Town shall submit statements to and collect from all residential units.

## TERMINATION OF CONTRACT

**In the event either party deems it necessary to cancel the residential contract, there will be an option to maintain or cancel the associated facility contract.** Either party may notify the other in writing of its intentions to terminate the Contract, with one hundred and eighty (180) day notice. Any such written notice shall be served by certified or registered mail, return receipt requested. Contract shall then terminate not less than one hundred and eighty (180) days from the date of notification.

## MATERIAL AND WORKMANSHIP

All equipment, material, and articles incorporated into the work covered by this Contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. All work under this Contract shall be performed in a skillful and workmanlike manner. The Town may require, in writing, the Contractor remove from the work any employee the Town deems incompetent, careless, or otherwise objectionable, and Contractor shall comply with such request immediately. The apparent silence of these specifications as to any detail or to the apparent omission from it 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 based on this statement.

## CLEANING

Clean-up of all areas affected by the services will be the Contractor's responsibility. The

Contractor shall always keep the area from where it retrieves solid waste and recyclables, free from accumulations of said materials. In the case that there is a spillover of materials onto the street or sidewalk the Contractor is responsible for immediate clean-up. Upon completing the service, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Town.

## **ACCIDENT PREVENTION**

The Contractor shall provide and maintain work environments and procedures which will:

- 1) Safeguard the public and Town personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- 2) Avoid interruptions of Government operations and delays in project completion dates;
- 3) Control costs in the performance of this Contract.
- 4) Provide appropriate safety barricades, signs, and signal lights;
- 5) Comply with the local, state, and federal standards;
- 6) Ensure that any additional measures the Town's Representative determines to be reasonably necessary for the purposes are taken; and
- 7) All employees' equipment used on the project shall be clearly identified with the Contractor's name and LOGO.

Whenever the Town's Representative becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Town personnel, the Town's Representative shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Town's Representative may order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## **COLLECTION EQUIPMENT**

- 1) The Contractor shall always provide and maintain a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work (garbage and/or recycling) and render the services required by the Contract. The Contractor shall provide evidence of the ability to perform under breakdown or layoff conditions, in the form of an alternate plan of action, if requested by the Town.



- 2) The Contractor's vehicles shall be clearly identified with the name, address, and phone number of the Contractor's local office on each of its cab doors or an equally conspicuous location on the vehicle.
- 3) Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. At no time shall garbage collection vehicles be used to collect recycling material or recycling collection vehicles be used to collect garbage.
- 4) Each collection vehicle shall always be kept clean and in good operating condition. The Town reserves the right to inspect Contractor's vehicles at any time. If the Town inspector determines the vehicle to be offensive or unsafe, the Contractor shall repair, clean, and deodorize the equipment at its own expense.
- 5) The Contractor shall establish its own routes and submit route list to the Town for prior review and approval.
- 6) Vehicles must operate and be of appropriate size to not damage property. Damage caused by contractor must be repaired to Town of Addison standards within 10 business days of incident. After 10 business days the Town reserves the right to conduct the necessary repairs and seek compensation for said repairs from the Contractor.
- 7) All collections shall be made as quietly as possible to conform to all Federal, State, County, and Town noise level regulations.

## **SCOPE OF SERVICES**

### **1. DEFINITIONS**

**Town:** Town of Addison, Texas.

**Bags or Garbage Bags:** Plastic sacks designed to store up to 35 lbs. of refuse with enough wall strength to maintain the physical integrity when lifted by top.

**Bulk Waste:** Stoves, water tanks, washing machines, furniture, large pieces of construction debris (generated from the residential unit only) and other waste material other than dead animals and hazardous waste with weights or volumes greater than those that fit in garbage bags.

**Bundled Brush:** Tree, shrub and brush trimmings, and dead trees or branches thereof bundled together and not exceeding five feet in length, or 50 lbs. in weight.

**Construction Debris:** Building material waste resulting from construction, remodeling, repair, or demolition operations of residential unit.

**Contract Documents:** The Request for Proposals, Instruction to Submitters, Contractor's Proposal, General Specifications, the Contract Performance Bond, Contract for Services,

and any additional documents deemed required by the Town to complete the transaction between the Town and Contractor.

**Contractor:** The person, corporation or partnership performing services under this Contract.

**Dead Animals:** Animals or portions thereof, greater, or equal to 10 pounds that have expired from any cause, except those slaughtered or killed for human use.

**Director:** The Town of Addison Public Works and Engineering Services Director, General Services Director or their designee.

**Disposal Site:** A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse, dead animals and recyclables.

**Electronics Waste (E-Waste):** Discarded electronics that include, but are not limited to: computers, computer accessories, printers and copiers, fax machines, power supplies and chargers, data center equipment, cell phones, telephones, and PDAs, TVs, VCRs, sound boards and equipment, small appliances.

**Facility Refuse:** All garbage, rubbish, bulk waste, unbundled brush, and bundled brush generated by the Town of Addison.

**Garbage:** Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumptions; every accumulation of waste (animals, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulk Waste, Construction Debris, Dead Animals, pool chemicals and Hazardous Waste.

**Hazardous Waste:** Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law.

**Household Hazardous Waste (HHW):** Any solid waste generated in a household by a consumer, which contains hazardous substances, which may pose threat to the environment, wildlife, and human health. HHW substances include paint, cleaning products, indoor pesticides, automotive products (motor oil, fuel additives, starter fluids, antifreeze, etc.), lawn and garden products, batteries, fluorescent light bulbs and any household flammable products.

**Overflow:** All garbage generated at a residential unit that does not fit inside garbage bags but is not considered Bulk Waste.

**Producer:** An individual who generates refuse.

**Recycling Bins:** A container with lid and decal illustrating what can/cannot be recycled.

**Recyclable Material (Recycling):** Recyclable material shall include all newsprint including slicks, magazines, phone books, aluminum food and beverage cans, all steel and tin cans, empty aerosol cans, clear, green, and brown glass, and plastic containers #1-5 and #7. Other materials may be added by mutual consent of the Town and Contractor.

**Refuse:** All matter thrown away or rejected as worthless.

**Resident:** Person residing at a residential unit.

**Residential Unit:** A dwelling within the corporate limits of the Town of Addison occupied by a single family with an individual, domestic, Town-inspected water meter.

**Residential Refuse:** All garbage, rubbish and bundled brush generated by a customer at a residential unit.

**Rubbish:** All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used or discarded clothing, shoes and boots, combustible waste pulp and other products such as those used for packaging, glass, ashes, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulk Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

**Single-Family House:** The single-family house includes fully detached, semidetached (semi attached, side-by-side), row houses, and townhouses. In the case of attached units, each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

**Subcontractor:** Any person, firm, entity, corporation, or partnership acting on behalf of the Contractor in the fulfillment of the term, conditions, requirements and services of the RFP and/or the Contract.

**Sustainable Management Plan:** Document prepared by the Contractor detailing the goals and vision for lessening the company's impact on the environment and approved by the Director.

**Town Representative:** The Town of Addison's Public Works & Engineering Services Director or their designee for residential refuse and recycling. The Town of Addison's General Services Director or their designee for facility refuse and recycling.

**Unbundled Brush:** Tree, shrub and brush trimmings, and dead trees or branches thereof not bundled together, and any bundled brush that exceeds the specified limits for bundled brush collection.

## 2 TYPE OF COLLECTION

### 1) Service Provided - Residential Refuse

- a) Contractor shall provide manual curbside collection of Residential Refuse to each residential unit two (2) days per week. Collection days shall be chosen by the Contractor but must remain within Monday through Friday. Notification of delay or cancellation of service must be given to the Town by 8:00am on days of inclement weather incidents, including but not limited to ice, snow, flooding, etc. ("Inclement Weather"). Collection shall begin by 7:00am on the designated collection day. In the event of Inclement Weather, Contractor shall immediately coordinate with Director for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.
- b) Contractor shall provide curbside, alleyway or closet collection where necessary. Note: residential units on Le Grande Drive, Winter Park Lane, Pokolodi Circle, Leadville Place and Rush Circle have closets on the side of their garages for garbage storage. **NOT ALL RESIDENTIAL UNITS CURRENTLY USE CLOSETS, BUT CONTRACTOR MUST CHECK ALL CLOSETS AND EMPTY IF BEING USED.**
- c) Contractor shall collect all residential refuse at curbside, alleyway, and closet regardless of volume set out. No extra compensation will be given for increase in number of bags or cans set out on garbage days. Refuse should be set for collection in bags. **Contractor shall pickup all residential refuse set out in other suitable containers such as but not limited to garbage cans, cardboard boxes, buckets, etc.**
- d) The Contractor shall collect all bundled brush.
- e) All refuse collected by the Contractors shall be so contained, tied, or enclosed that leaking, spilling, or blowing is prevented. All refuse collected for disposal by the contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contractor's Proposal. **The Contractor shall demonstrate in writing that he has secured adequate landfill capacity to disposal of all Town refuse for a minimum fifteen (15) year period.**
- f) The Contractor shall provide the Town of Addison with a Customer Service and Quality Assurance Plan. The Plan must detail the standard operating procedure for

a missed trash pick-up (must be retrieved within 24 hours) and preferably, provide an online tracking service of customer complaints/requests. Locally based customer service personnel with same day response requirements are preferred.

- g) The Contractor shall provide the Town with a detailed Residential Refuse Education Outreach Plan. The plan shall include: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.) The outreach materials shall include information that informs residents on the dates/time that residential refuse is retrieved and the acceptable method of containment.

## **2) Service Provided - Residential Recycling**

- a) The Contractor shall provide each single-family home with a container for recyclables. This container will either be a 64-gallon (or similar size) rolling cart with an attached lid or a 18-gallon (or similar size) bin with lid to be chosen by each individual resident based on the resident's preference for container size. This container shall come with a decal explaining what can/cannot be recycled. In the case that a container is lost or damaged the Contractor shall provide a new container at no cost to the resident. If a residence has already been provided one (1) free replacement, the second time a request for a new container is made the resident will be charged a fee decided upon by the Contractor and the Town. If the resident can show proof that the container was damaged by the Contractor, a new container will be issued without charge.
- b) The Contractor shall collect recyclable materials, once per week, beginning at 7:00 a.m. from all residences (Minimum of 2,000) receiving individual garbage collection services in Town. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service. Notification of delay or cancellation of service must be given to the Town by 8:00am on days of Inclement Weather, including but not limited to ice, snow, flooding, etc. ("Inclement Weather"). In the event of Inclement Weather, Contractor shall immediately coordinate with Director for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.
- c) The Contractor shall collect all clean recycling materials that are placed curbside, this includes but is not limited to, items such as empty appliance boxes, that cannot fit into the provided container.
- d) All recycling containers shall be placed after collection in such a manner as to not interfere with street, sidewalk, and mailbox access. All container lids shall be replaced and/or shut when collection is complete.
- e) The Contractor shall provide the Town of Addison with a Customer Service and Quality Assurance Plan. The Plan must detail the standard operating procedure for

a missed recycling pick-up (must be retrieved within 24 hours) and preferably, provide an online tracking service of customer complaints/requests. Locally based customer service personnel with same day response requirements are preferred.

- f) The Contractor shall provide the Town with a detailed Recycling Education Outreach Plan. The plan shall include an innovative, collaborative, social marketing-based education and outreach program including: a social media plan and traditional education and outreach (mailers, door hangers, cart decals, newsletters, advertisements, welcome packets, posters, bill inserts, etc.)

**3 GENERAL PERFORMANCE REQUIREMENTS:** The Contractor shall provide the following minimum services:

- 1) All collections shall be made as quietly as possible to conform to all Federal, State, County or Town noise level regulations. Collections shall not begin prior to 7:00 am on the designated collection days.
- 2) All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001. The Town shall make payment within thirty (30) days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall be itemized according to the awarded unit cost. Unit cost shall not change for the first two (2) years of the Initial Term of the Contract.
- 3) New Customers may be added at any time.
- 4) The Town may wish to change the scope of this Contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices in writing. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.
- 5) No Change Order shall be made without a written order from the Town, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this Contract, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.
- 6) No Waiver - One or more waivers to any covenant, term or condition of this Contract by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either

party to seek a remedy for any breach of this Contract or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

- 7) Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Contractor and Addison. No different or additional terms will become part of this Contract except as properly executed in an addendum or change order.
- 8) Contractor shall familiarize himself with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 9) The Contractor binds himself, his partners, successors, assigns and legal representative to the Town party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10) The Contractor agrees to pay not less than the minimum wage rates established by law.
- 11) Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it 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 based on this statement.
- 12) Prior or pending litigation or lawsuits: Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable

#### 4. **REPORTING REQUIREMENTS**

- 1) The Contractor shall provide the Town with monthly recycling reports within five (5) days from the end of the month being reported. These reports shall include:
  - a) Estimated tonnage of all materials received by type of material, based on “test load” percentages:
  - b) Average percent of total weight collected by material:
  - c) Average pounds per home per month.

- 2) The Contractor shall provide the Town with a monthly garbage collection report within five (5) days from the month being reported. This report shall include the tonnage of all material collected for the month.
- 3) The contractor shall provide the Town's designee with access to a database to track all customer complaints and service requests or with a daily report of all service issues from the prior day. This includes, but is not limited to, missed pickups, property damage and customer complaints.



# Exhibit C

## **RENUMERATION**

Prices provided by Contractor will be for a two (2) year period beginning November 1, 2020. Beginning with year three (3) of the Contract and every year thereafter, prices will increase or decrease by one hundred percent (100%) in wholesale price as measured by the **Consumer's Price Index for All Urban Consumers (CPI-U) U.S. City Average, Garbage and Trash Collection not seasonally adjusted 12-month average in May of adjustment year.**

**The Town will allow for the Contractor to propose adjustments to the rate based on circumstances beyond their control that would increase the rate beyond the agreed upon annual increase. The proposed adjustment must be submitted to and approved by the City Council.**

**In the instance of a denied adjustment by the City Council** either party may notify the other in writing of its intentions to terminate the Contract, with one hundred and eighty (180) day notice. Any such written notice shall be served by certified or registered mail, return receipt requested. Contract shall then terminate not less than one hundred and eighty (180) days from the date of notification.

## **TERMINATION OF CONTRACT**

**In the event either party deems it necessary to cancel the facility contract, there will be an option to maintain or cancel the associated residential contract.** Either party may notify the other in writing of its intentions to terminate the Contract, with one hundred and eighty (180) day notice. Any such written notice shall be served by certified or registered mail, return receipt requested. Contract shall then terminate not less than one hundred and eighty (180) days from the date of notification.

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**Producer:** An individual who generates refuse.

**Recycling Bins:** A container with lid and decal illustrating what can/cannot be recycled.

**Recyclable Material (Recycling):** Recyclable material shall include all newsprint including slicks, magazines, phone books, aluminum food and beverage cans, all steel and tin cans, empty aerosol cans, clear, green, and brown glass, and plastic containers #1-5 and #7. Other materials may be added by mutual consent of the Town and Contractor.

**Refuse:** All matter thrown away or rejected as worthless.

**Resident:** Person residing at a residential unit.

**Residential Unit:** A dwelling within the corporate limits of the Town of Addison occupied by a single family with an individual, domestic, Town-inspected water meter.

**Residential Refuse:** All garbage, rubbish and bundled brush generated by a customer at a residential unit.

**Rubbish:** All waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used or discarded clothing, shoes and boots, combustible waste pulp and other products such as those used for packaging, glass, ashes, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulk Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

**Single-Family House:** The single-family house includes fully detached, semidetached (semi attached, side-by-side), row houses, and townhouses. In the case of attached units, each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

**Subcontractor:** Any person, firm, entity, corporation, or partnership acting on behalf of the Contractor in the fulfillment of the term, conditions, requirements and services of the RFP and/or the Contract.

**Sustainable Management Plan:** Document prepared by the Contractor detailing the goals and vision for lessening the company's impact on the environment and approved by the Director.

**Town Representative:** The Town of Addison's Public Works & Engineering Services Director or their designee for residential refuse and recycling. The Town of Addison's General Services Director or their designee for facility refuse and recycling.

**Unbundled Brush:** Tree, shrub and brush trimmings, and dead trees or branches thereof not bundled together, and any bundled brush that exceeds the specified limits for bundled brush collection.

## 2 TYPE OF COLLECTION

### 1) Service Provided-Town Facilities Refuse

- a) The Contractor shall provide services contained within this proposal, at specified Town facility locations with the specified containers and scheduled pick-ups as noted in section 8.1 Price Proposal.
- b) Contractor shall pick up regulated waste on an as needed basis. A Department representative will contact the vendor with site locations when services are needed. The same safety and legal requirements pertain to Town facilities as the Town residents.
- c) Contractor shall be responsible for visiting the sites and ascertaining pertinent local conditions such as location, accessibility, and general character of the site(s), the character and extent of existing work.
- d) Vendor shall be responsible for preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.
- e) All work shall be completed in a manner that minimizes the possibility of any threat to human health and safety or the environment.

### 2) Service Provided-Town Facilities Recycling

- a) The Contractor shall provide specified Town facility locations with a container for recyclables. This container shall come with a decal explaining what can/cannot be recycled. In the case that a container is lost or damaged the Contractor shall provide a new cart at no cost to the Town. If the Town has already been provided one (1) free replacement, the second time a request for a new container is made the Town will be charged a fee decided upon by the Contractor and the Town. If the Town can show proof that the container was damaged by the Contractor, a new container will be issued without charge.
- b) The Contractor shall collect recyclable materials, in coordination with local neighborhoods receiving individual garbage collection services in Town. The day of service is to be chosen by the Contractor but should fall on one of the same days chosen for residential refuse collection, as to not add a third day of service.

Notification of delay or cancellation of service must be given to the Town by 8:00am on days of Inclement Weather, including but not limited to ice, snow, flooding, etc. ("Inclement Weather"). In the event of Inclement Weather, Contractor shall immediately coordinate with Director for alternative days of service. Contractor must notify Town of alternate collection days when collection falls on Christmas or Thanksgiving.

**3 GENERAL PERFORMANCE REQUIREMENTS:** The Contractor shall provide the following minimum services:

- 1) All collections shall be made as quietly as possible to conform to all Federal, State, County or Town noise level regulations. Collections shall not begin prior to 7:00 am on the designated collection days.
- 2) All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001. The Town shall make payment within thirty (30) days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall be itemized according to the awarded unit cost. Unit cost shall not change for the first two (2) years of the Initial Term of the Contract.
- 3) New Customers may be added at any time.
- 4) The Town may wish to change the scope of this Contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices in writing. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.
- 5) No Change Order shall be made without a written order from the Town, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this Contract, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.
- 6) No Waiver - One or more waivers to any covenant, term or condition of this Contract by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Contract or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies



or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

- 7) Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Contractor and Addison. No different or additional terms will become part of this Contract except as properly executed in an addendum or change order.
- 8) Contractor shall familiarize himself with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 9) The Contractor binds himself, his partners, successors, assigns and legal representative to the Town party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10) The Contractor agrees to pay not less than the minimum wage rates established by law.
- 11) Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it 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 based on this statement.
- 12) Prior or pending litigation or lawsuits: Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable

#### **4. REPORTING REQUIREMENTS**

- 1) The Contractor shall provide the Town with monthly recycling reports within five (5) days from the end of the month being reported. These reports shall include:
  - a) Estimated tonnage of all materials received by type of material, based on “test load” percentages:
  - b) Average percent of total weight collected by material:
  - c) Average pounds per home per month.
- 2) The Contractor shall provide the Town with a monthly garbage collection report within five (5) days from the month being reported. This report shall include the tonnage of all material collected for the month.

- 3) The contractor shall provide the Town's designee with access to a database to track all customer complaints and service requests or with a daily report of all service issues from the prior day. This includes, but is not limited to, missed pickups, property damage and customer complaints.