

CITY OF BASTROP

RESOLUTION NO. R-2024 - 45

RESOLUTION APPROVING ISSUANCE OF AN RFP FOR SOLID WASTE AND RECYCLING SERVICES

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR SOLID WASTE AND RECYCLING SERVICES, AS ATTACHED AS EXHIBIT "A"; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of residential and commercial solid waste and recycling within the City; and

WHEREAS, pursuant to its authority under Texas Health and Safety Code Chapters 361, 363, and 364, and the City Charter, Article 11, the City entered into its current contract for Solid Waste and Recycling Services, the term of which expires on August 31, 2024; and

WHEREAS, The City Council desires to issue a Request for Proposals for Solid Waste and Recycling Services ("RFP"), as attached as Exhibit A, which sets forth the terms and conditions pursuant to which the City will receive proposals for consideration in awarding a new contract to provide such services in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

Section 1: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Resolution.

Section 2: The City Council approves and authorizes issuance of the RFP, attached and incorporated herein as Exhibit "A", consistent with the applicable provisions of state law, the City Charter, the City's Code of Ordinances, and the City's adopted purchasing and procurement policies.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

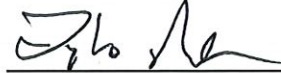
Section 4: The meeting at which this Resolution was passed was open to the public,

and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 5: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 29th day of April 2024.

APPROVED:



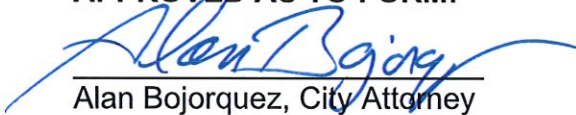
Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



REQUEST FOR PROPOSALS

FOR

SOLID WASTE AND RECYCLING SERVICES

PER

THE CITY OF BASTROP SPECIFICATIONS

DUE DATE: THURSDAY, MAY 30, 2024
NO LATER THAN 12:00 PM CENTRAL TIME



RFP INSTRUCTIONS

By order of the City Council of the City of Bastrop, Texas ("City"), in response to this Request for Proposals ("RFP") sealed Proposals will be received for:

SOLID WASTE AND RECYCLING SERVICES

TO PROVIDE for a Contract commencing August 31, 2024, and continuing for an initial five (5) year term through August 31, 2029. The City and Contractor may mutually agree to renew the Contract for a maximum of three (3) additional renewal terms of one (1) year each.

SUBMISSION OF PROPOSALS

PROPOSALS MUST BE submitted on the forms included for that purpose in this packet. Each Proposal shall be placed in a separate sealed envelope, with **the letter of intent and the forms manually signed by a person having the authority to bind the Contractor in a Contract** and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

Sealed Proposals shall be submitted no later than

Thursday, May 30, 2024, at 12:00 p.m. Central Time

to the address as follows:

City of Bastrop
Attn: Ann Franklin, City Secretary
1311 Chestnut Street
Bastrop, Texas 78602

MARK ENVELOPE: "RFP FOR SOLID WASTE AND RECYCLING SERVICES"

ALL PROPOSALS MUST BE RECEIVED BEFORE THE OPENING DATE AND TIME,
which shall be Thursday, May 30, 2024, at 12:00 p.m. Central Time at Bastrop City Hall,
1311 Chestnut Street, Bastrop, Texas 78602.

IT IS UNDERSTOOD that the City reserves the right to reject any and/or all Proposals for any and/or all products and/or services covered in this RFP. The City further reserves the right to waive informalities or defects in Proposals, or to accept such Proposals as it shall deem to be in the best interests of the City, based on Best Value Criteria provided herein.

LATE PROPOSALS: Proposals received at the City of Bastrop after the submission deadline will be considered void and unacceptable. The City of Bastrop is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before submission must be initialed by the signer of the Proposal, guaranteeing authenticity. No alterations after submissions will be allowed. Consistent with Texas Local Government Code Section 252.042(b), discussions in accordance with the terms of the RFP and with the City's regulations, policies and procedures, may be conducted with Proposers who timely submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted, at the sole discretion of the City, after submissions and before the award of the contract.

WITHDRAWAL OF PROPOSAL: A Proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of one hundred and eighty (180) days following the date designated for the receipt of Proposals, and Proposer so agrees upon submittal of their Proposal.

MANDATORY PRE-PROPOSAL MEETING. A mandatory pre-proposal meeting has been scheduled for Tuesday, May 7, 2024, at 9:00 AM Central Time at Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas 78602. Additional information on attending the mandatory pre-proposal meeting either in-person or via videoconference may be obtained by contacting the City Secretary. All vendors desiring to be considered for contracting with City for this service must attend the pre-proposal meeting. Any vendor failing to attend the pre-proposal conference may, at the sole discretion of the City, be disqualified from consideration.

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

CONTRACT AWARD: The City reserves the right to award the contract for these services as is deemed in the best interest of the City. The City also reserves the right not to award a contract for the services. The City has the authority to award an exclusive franchise for the services if it so elects, but is not required to do so by law.

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

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

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code

requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (Form CIQ), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Bastrop not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the CIQ is attached hereto and must be fully executed and returned to City with proposal.

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

EXCEPTIONS/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposals will be considered for award. Proposers taking exception to the RFP, or offering substitutions, shall state these exceptions as part of the Proposal. The City of Bastrop reserves the right to accept any and all, or none, of the exception(s) and/or substitution(s) deemed to be in the best interest of the City, based on best value criteria. All Proposals shall include a completed (if applicable) Form 6, entitled "Exceptions".

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

TEXAS PUBLIC INFORMATION ACT. The City is subject to the Texas Public Information Act ("PIA"), a state law that may require City to make the information provided in response to this RFP available to the public upon request following award. If a proposer submits information to City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must identify such information and mark it as "CONFIDENTIAL" or "PROPRIETARY," as may be applicable, within the proposal and on each page on which the information appears. In the event the City receives a PIA request for disclosure of information in any proposal that has been identified by the proposer as confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the PIA; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the PIA provisions relating to the submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the PIA.

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

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

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

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

NOTICE: Any notice provided (or required by law) to be given to the successful Proposer by the City of Bastrop shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Bastrop, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Ann Franklin, City Secretary, at afranklin@cityofbastrop.org. The City shall not be responsible for any verbal communication between any employee of the City and potential firm. Only written requirements and qualifications will be considered.

COMMUNICATIONS: To ensure that Proposers are treated fairly and equally with respect to any opportunity for discussion of proposals, Proposers should ensure all inquiries and communications from the Proposer to the City regarding this RFP are made in writing to the City Secretary, as stated above. Proposers may also provide information to the City during scheduled in-person meetings that are made available to Proposers and finalists during the RFP review and selection process, such as the mandatory pre-proposal meeting, scheduled interviews, scheduled site visits, or if otherwise requested to provide presentations to the City Council during scheduled Council meetings properly called under the Texas Open Meetings Act.

Proposers shall not engage in lobbying City officials or City employees regarding the RFP review or selection process, and shall not otherwise engage in communications regarding the RFP with City officials or City employees outside of the formal methods of permissible communications included in the RFP review process. Any impermissible lobbying or communications by a Proposer with City officials or City employees may result, at the City's sole discretion, in the rejection of such Proposer's proposal.

SUMMARY PROCUREMENT SCHEDULE

Activity	Date
City Council Approval of RFP	April 29, 2024
Release of the RFP	April 30, 2024
Mandatory pre-proposal meeting	May 7, 2024
Questions due	May 16, 2024
RFP due date	May 30, 2024
Evaluations, interviews and negotiations	June 3, 2024 – June 28, 2024
Estimated interview timeframe	June 3, 2024 – June 28, 2024
City Council to consider contract	July 2024
Transition period	July 2024 – August 30, 2024
Commencement of services	August 31, 2024



RFP FOR SOLID WASTE AND RECYCLING SERVICES

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

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a Proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms. The Contract will be awarded on the basis of best value, consistent with Texas Local Government Code Section 252.043(b) and as per the criteria noted in this RFP. The Contract will not be awarded on the basis of lowest responsible bidder.

Section 1: BACKGROUND

The City of Bastrop, a community of approximately 11,000 residents, places a high priority on providing excellent municipal services, including Solid Waste and Recycling Services. The City's current contract for Solid Waste and Recycling Services expires on August 31, 2024. The current contract provides for Residential Services, Commercial Services, Roll-off Services, and City Services. For materials collected within the City, the current Contractor is responsible for Disposal of all Solid Waste and Bulk Waste and Processing of all Program Recyclable Materials. This section provides an overview of the current services. Current contract rate information is located in Appendix B. Table 1 summarizes the services included in this RFP. Section 2 provides additional information regarding the services included in this RFP.

Table 1: Summary of Services included in RFP

Customer	Refuse Collection	Recycling Collection	Bulk Waste Collection
Residential	Exclusive	Exclusive	Exclusive
Commercial	Exclusive	Non-exclusive	N/A
Roll-off	Exclusive ¹	Non-exclusive	N/A
City Services ²	Exclusive	Exclusive ³	N/A

1. The exclusive franchise does not include 10 and 15 cubic yard roll-off for temporary use at Residential Service Units.
2. Includes both no-cost and reduced rate City Services.
3. Excludes secure document Collection and Collection from specific City Facilities.

1. **Residential Services.** Under the current contract, the Contractor provides services to approximately 3,700 Residential Service Units within the City. Residents receive: once per week Collection of Solid Waste (using primarily 96-gallon Carts), biweekly Collection of Recyclable Materials (using 96-gallon carts), and once per week collection of Bulk Waste. Table 2 below shows the tonnage collected by material for a recent twelve (12) month period.

Table 2: Residential Services

Month	Solid Waste	Recyclable Materials	Bulk Waste	Total
1	431	125	50	606
2	378	85	61	524
3	463	133	81	677
4	358	84	46	488
5	423	122	37	582
6	395	101	34	530
7	405	77	37	519
8	446	92	57	595
9	401	101	45	547
10	385	125	65	575
11	446	113	67	626
12	362	93	51	506
Total	4,893	1,251	631	6,775

The current Contractor provides Collection to Residential Service Units primarily at the curbside, with a small number of alley Collections. Appendix C contains a map of current route areas.

2. **Commercial Services.** In addition to providing Residential Services, the current Contractor is the exclusive provider of Solid Waste Dumpster and cart services to Commercial Service Units. The majority of Commercial Service Units utilize commercial containers, dumpsters and roll-offs, for Solid Waste Collection services. Select Commercial Service Units that generate minimal waste receive commercial hand pick-up Collection via bags. Table 3 shows the approximate number of commercial refuse customers by service level. For the last twelve (12) months, Commercial Service Units disposed of approximately 16,000 tons of Solid Waste.

Table 3: Commercial Service Units by Solid Waste Service Level

Container Size	Weekly Collection Frequency					
	1x	2x	3x	4x	5x	6x
2 CY Dumpster	28					
3 CY Dumpster	21		1			
4 CY Dumpster	46	7	1	1	2	1
6 CY Dumpster	44	14	2		1	
8 CY Dumpster	38	32	26	4	9	3
10 CY Dumpster	3	2	4	1	1	2
TOTAL	180	55	34	6	13	6

Table 4 shows the Commercial Service Units receiving Recycling Services by service level.

Table 4: Commercial Service Units by Recycling Service Level

Container Size	Weekly Collection Frequency					
	1x	2x	3x	4x	5x	6x
96-Gallon	26					
2 CY Dumpster	4					
3 CY Dumpster	2					
4 CY Dumpster	3					
6 CY Dumpster	7		1			
8 CY Dumpster	18					
10 CY Dumpster		2				
TOTAL	60	2	1			

3. **Roll-off Services.** Table 5 shows the total number of Collections and number of customers for

the recent twelve (12) month period. Table 5 excludes 10 and 15 cubic yard Roll-offs, which are currently provided by another contractor and are non-exclusive for this Contract.

Table 5: Summary of Roll-off Collections

Container Size	Container Type	Number of Collections	Tons
20 CY Roll-off	Open-Top	3	1702.60
25 CY Roll-off	Compactor	1	351.86
30 CY Roll-off	Open-Top	10	189.41
35 CY Roll-off	Compactor	4	1247.71
40 CY Roll-off	Open-Top	7	480.60
42 CY Roll-off	Compactor	8	903.49
TOTAL		33	4875.67

The Collections in Table 5 are for both temporary and permanent service.

4. **City Services.** The City receives both “no-fee” and “for-fee” services. The City Facilities that receive service for a fee include the wastewater treatment plant (WWTP) and the citizens’ collection station (CCS). Other City buildings receive “no-fee” Collection of Solid Waste and Program Recyclable Materials.

Wastewater Treatment Plant

From August 2023 through February 2024, there were 120 sludge roll-off pulls, using 20 cubic yard containers, and 8 roll-offs using 30 cubic yard containers, from the Wastewater Treatment Plant.

Other City Facilities

The City currently has three (3) 6 cubic yard containers located in City parks and fifteen (15) containers at City buildings ranging between 96 gallons and 8 cubic yard containers. The City may adjust the number of containers from time to time.

Section 2: SPECIFICATIONS

The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Contract in Appendix D for the complete scope of services. Services performed will be in accordance with the Contract included as Appendix D. In the event of any inconsistency or conflict between the overview of the specifications in this section of the RFP and the specifications in the Contract, the terms of the Contract shall prevail. The following is an overview of the scope of services.

1. **Contract Term.** A Contract awarded in response to this RFP will be for an initial term of five (5) years commencing on August 31, 2024 (the services for August 31 will be included in the fees for the month of September). The City and Contractor may mutually agree to renew the Contract for a maximum of three (3) additional renewal terms of one (1) year each.
2. **Rate Adjustments.** The rates proposed in the Cost Proposal Form (Form 7) shall remain effective through September 30, 2025. Rate adjustments shall meet the following requirements:
 - Rate adjustment index based on 80% CPI for Houston-Galveston-Brazoria, TX, for All Urban Consumers; 20% on Diesel Fuel price index by the United States Department of Energy (DOE);
 - Rate adjustment requests must be received by June 1 (taking effect October 1) or the Contractor forfeits the right to adjust the rate for that upcoming year;
 - The City may implement rate decreases (based on CPI formula) even if the Contractor does not submit the request by June 1;
 - Rate adjustments go into effect only after consideration and approval by Council and revision of the rate ordinance (the process to be outlined in Contract);
 - There is a 5% limit on annual rate adjustments regardless of CPI calculation; and
 - The successful Proposer will receive no other financial compensation outside the terms of the Contract.
3. **Exclusive Franchise.** Subject to the consideration and approval of the City Council, the successful Proposer will be granted the exclusive right to provide the following services:
 - Collection and Disposal of Acceptable Solid Waste for Residential Service Units, excluding Collections via Roll-offs of twenty (20) cubic yards and greater;
 - Collection and Processing of Program Recyclable Materials for Residential Service Units;
 - Collection and Disposal of Acceptable Solid Waste for Commercial Service Units;
 - Collection and Disposal of Acceptable Solid Waste for City Facilities; and
 - Collection and Processing of Program Recyclable Materials for City Facilities

4. **Non-Exclusive Services.** The successful Proposer will be granted a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:
 - Collection and Disposal of Acceptable Solid Waste for Residential Service Units via Roll-offs of less than twenty (20) cubic yards; and
 - Collection and Processing of Program Recyclable Materials for Commercial Service Units.
5. **Residential Refuse and Recycling Services.** The successful Proposer shall provide all residents the following base service: (i) once per week Collection of Solid Waste via carts; and (ii) every other week Collection of Program Recyclable Materials via cart.
6. **Residential Bulk Waste Services.** The successful Proposer shall provide all residents with once per week Collection of Bulk Waste. Bulk Waste collection shall include (i) all Yard Trimmings and (ii) the greater of one item or maximum of four (4) cubic yards of other Bulk Waste. If the set-out exceeds four (4) cubic yards, the successful Proposer must collect at least four (4) cubic yards and then leave a notification at the Residential Service Unit that indicates when the remaining amount will be collected, not to exceed the next scheduled collection day for that Residential Service Unit. The successful Proposer may choose to pick up amounts exceeding four (4) cubic yards.
7. **Commercial Services.** The successful Proposer shall provide Collection of Solid Waste via Dumpsters, Roll-offs, or Carts. Carts may only be used for Commercial Services Units that are low waste generators. The successful Proposer will offer, as a non-exclusive service, Collection and Processing of Program Recyclable Materials at the same rate or less than proposed in the Cost Proposal Form (Form 7). Non-exclusive Commercial Services must be provided for any Commercial Service Unit requesting the service.
8. **Roll-off Services.** The successful Proposer shall provide Collection of Solid Waste, including Construction and Demolition Debris, via open-top roll-off containers and compacting roll-off containers from all Commercial Service Units and for container sizes exceeding fifteen (15) cubic yards from Residential Service Units. The successful Proposer will offer, as a non-exclusive service, (i) Collection and Processing of Program Recyclable Materials and (ii) Collection and Disposal of Solid Waste in containers fifteen (15) cubic yards and smaller for Residential Service Units at the same rate or less than proposed in the Cost Proposal Form (Form 7). Non-exclusive Roll-off Services must be provided for any Residential or Commercial Service Unit requesting the service.
9. **No Cost City Services.** The successful Proposer shall provide No Cost City Services in accordance with the Contract. The successful Proposer shall provide No Cost City Services at no cost to the City unless explicitly authorized in the Contract. No Cost City Services will include, but will not be limited to, the following:
 - Collection and Disposal of Solid Waste from City Facilities;

- Collection and Processing of Program Recyclable Materials from City Facilities;
 - On-demand Collection and Processing of one roll-off for use by the City's Parks and Recreation Department to collect yard trimmings;
 - Collection and Disposal of twelve (12) roll-offs of 40 cubic yard twice per year as part of the City's clean-up events;
 - Collection and Disposal of Solid Waste from City Special Events, up to five (5) events per year (a 4 week notice will be given for each event); and
 - Collection and Processing of Program Recyclable Materials from City Special Events, up to five (5) events per year (a 4 week notice will be given for each event).
10. **Other City Services.** The successful Proposer shall also provide Other City Services at a reduced rate compared to Commercial Services, as proposed in the Cost Proposal Form (Form 7). Other City Services will include, but will not be limited to, the following:
- Collection and Disposal of Solid Waste (primarily sludge) from the City wastewater treatment plant(s);
 - Collection and Disposal of Solid Waste from non-City Special Events (a 4 week notice will be given for each event);
 - Collection and Processing of Program Recyclable Materials from non-City Special Events (a 4 week notice will be given for each event); and
 - Collection and Disposal of Solid Waste for Code Enforcement activities.
11. **Program Recyclable Materials Collection.** Program Recyclable Materials shall include those materials as defined in the Contract. The successful Proposer may identify other materials that City may elect to include in its recycling program, as single stream.
12. **Residential Services Set-out Limits.** For Residential Services, Solid Waste set-out limits shall not be enforced for (i) first Collection following a holiday; (ii) first Collection following a move-out or move-in, and (iii) Monday of last full week in December to Saturday of first full week in January.
13. **Disposal and Processing of Materials Collected.** The successful Proposer shall be responsible for the Disposal of Solid Waste and Bulk Waste and Processing of Program Recyclable Materials collected within the City. The successful Proposer shall Process a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials into Recovered Material. Disposal of Recyclable Materials will be considered a breach of the Contract and will be subject to Administrative Fees and potential termination of the Contract, as described in the Contract.
14. **Collection Days for Residential Services.** For Residential Services, the City has a preference for minimizing impact to residents. Proposals will identify any changes from current collection

day schedules and provide a detailed description of public education efforts to communicate route changes to impacted residents. Collection of Solid Waste and Program Recyclable Materials shall be on the same day for each Residential Service Unit. For Collection of Bulk Waste, Proposers shall provide a proposed schedule to Collect from all Residential Service Units once per Week.

15. **Holidays.** If a holiday occurs on a scheduled Collection Day for a Residential Service Unit, the successful Proposer shall perform the Collection for the holiday and the remainder of the Collection week on the next calendar day after the scheduled Collection Day.
16. **Collection Location.** Unless otherwise instructed in writing by City, the successful Proposer shall provide Collection for Bulk Waste at the street curb for each Residential Service Unit and Collection of Solid Waste and Program Recyclable Materials at the street curb or, in very limited cases, in the alley behind each Residential Service Unit at the discretion of the Utility Customer Service Supervisor. All other Collection services shall be provided at a location agreed upon between the successful Proposer and the customer and not objected to by the City.
17. **Public Education and Outreach.** The successful Proposer shall develop, submit for City approval, and distribute program introduction notices and non-acceptable set-out notices. In addition, the successful Proposer shall include in the Cost Proposal (Form 7) a contribution per Residential Service Unit per month for the City to use toward public education and other code enforcement or clean-up efforts. In addition, the successful Proposer will develop one
(1) Bastrop-specific video for the City's PEG channels and social media channels that promotes recycling and provide information about the services provided to the City. The video will be updated annually to reflect any focus areas for public education or any changes to service levels. The successful Proposer will also make available to the City other relevant recycling and refuse collection videos previously developed by the Proposer for use on the City's social media Channel.
18. **Carts.** The successful Proposer shall provide a Cost Proposal (Form 7) to purchase new Carts for Residential Service Units that will be used for the Contract. The carts shall meet the requirements set forth in the Contract. Solid Waste and Recycling Carts will be different colors. Solid Waste carts will have a decal that shows the City holiday schedule (as defined by this Contract) and the Recycling Carts will have a decal that shows acceptable Program Recyclable Materials. Both graphics will be approved in advance by the City. Carts will primarily be 96-gallon carts, but the City may require limited 64- gallon Carts at the discretion of Contract Administrator. The City retains the right to take ownership of the Carts in possession of Customers at the end of the Contract term. However, if the City does not take ownership of the Carts, the successful Proposer is responsible for removing the Carts based on the City's requested schedule. The successful Proposer shall be responsible for the Carts during the Contract term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements. The City maintains the right to purchase the Carts for Residential Service Units separate from this Contract, but the Contractor would

maintain responsibility for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements.

19. **Collection Vehicles.** The successful Proposer shall utilize Collection Vehicles that meet the requirements set forth in the Contract. This includes a requirement that Collection Vehicles shall be eight (8) years old or less throughout the term of the Contract. No third-party advertisements will be allowed on trucks used for City collections. All Collection Vehicles must be equipped with back-up camera and spill kits for oil and hydraulic fluid. All Collection Vehicles must be kept in good, clean appearance and be kept operating efficiently. Proposer shall provide a sufficient number of Collection Vehicles to provide service in compliance with Contract.
20. **Customer Service.** The City shall be responsible for receiving customer service requests for Residential Service. The City will communicate customer service requests for Residential Service to the successful Proposer and the successful Proposer will be responsible for responding based on the requirements set forth in the Contract. The successful Proposer shall be responsible for managing all customer service requests for Commercial Services and Roll-off Services in accordance with the requirements of the Contract. As set forth in the Contract, the successful Proposer shall communicate daily with the City concerning the status of customer service requests and provide to the City weekly reports of customer service requests and resolutions.
21. **Billing.** The City shall be responsible for billing Residential Services. The successful Proposer shall be responsible for all other billings including Commercial Services and Roll-off Services.
22. **Reporting.** Contractor shall provide the City with monthly reports within seven (7) calendar days following the end of the month and annual reports within thirty (30) calendar days following the end of the calendar year summarizing the reporting requirements defined in the Contract.
23. **Franchise Fee.** The successful Proposer shall pay the City a franchise fee equal to five percent (5%) of gross billings for (i) Residential Service Units via Roll-off and (ii) Commercial Service Units via any means provided via the Contract within the City.
24. **Performance Bond and Insurance.** The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Contract.

Section 3: PROPOSAL CONTENT

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

1. Section 1 – Letter of Intent and Minimum Qualifications

- a. Proposers shall submit a letter of intent containing a statement that the Proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall

include a signature from a representative authorized to legally bind the proposing company.

- b. Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Contract.
- c. Proposers shall complete Forms 1 through 4.

2. **Section 2 – Experience and Financial History**

- a. **Experience of Key Personnel.** Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Contract. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City. Proposer shall identify which of the key personnel will be considered the Contractor's Representative, which meets the requirements of the Contract. The Contractor's Representative shall be present at the interview if the City requests an interview during the Proposal evaluation process.
- b. **References.** Proposers shall provide a minimum of three references for other communities in Texas, with preference for those in the Central Texas region, for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 5, which requires the following information:
 - i. Name of community and description of services provided, including number of Residential Service Units and Commercial Service Units.
 - ii. Contact person representing the community, including name, title, phone number, and email address.
 - iii. Number of years of service and year in which services began.
- c. **Financial History.** Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute a non-audited financial statement and also furnish the Proposer's complete federal tax returns for the last two (2) years.
- d. **Litigation.** Proposer shall identify and provide a summary of the status or disposition of all suits between Proposer and any prior or existing clients and all suits regarding or arising from Proposer's proposals submitted over the last ten (10) years.

3. **Section 3 – Proposed Approach**

- a. **Overview of Approach to Services.** Proposer shall provide an overview of the proposed approach for providing the following:
 - i. Residential Refuse and Recycling Services
 - ii. Residential Bulk Waste Service

1. Provide a detailed description of the vehicles and personnel to be utilized in the collection of Bulk Waste.
 2. Describe how the seasonal nature of Bulk Waste will be managed.
 3. Provide a detailed plan of how Bulk Waste will be managed in peak seasons or after storm events.
- iii. Commercial Services (Refuse, Recycling)
 - iv. Roll-off Services (Refuse, Recycling)
 - v. City Services
- b. **Description of Personnel.** Proposer shall meet the personnel standards as set forth in the Contract. Proposer shall describe the following:
 - i. Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
 - ii. Proposer shall describe any training programs for personnel.
 - iii. Proposer shall describe the dress code that is required for personnel.
 - c. **Recyclable Materials to be Collected.** Proposer shall identify all Program Recyclable Materials to be collected.
 - i. Proposer shall collect, at a minimum, the materials defined as Program Recyclable Materials in the Contract.
 - ii. Proposer shall identify any additional materials that can be collected as part of the recycling program at no additional cost.
 - d. **Other Materials to be Collected.** Proposer shall identify any other materials that it is proposing to collect as part of this Contract, and include method and frequency of collection. Other materials may include, but are not limited to:
 - i. Household hazardous waste (HHW); and
 - ii. Electronic waste (e-waste).
 - e. **Residential Services Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for Residential Service Units, along with any accompanying description of the proposed routes.
 - f. **Description of Residential Carts.** Proposers will provide pricing for providing carts, but the City may choose to purchase the carts and have the successful Proposer assemble, distribute and maintain the carts.
 - i. Under the scenario of the Proposer purchasing the cart, describe the carts that will be purchased by the Proposer, meeting the specifications in Section 2 of the RFP and the Contract. The description shall include, at a minimum, the manufacturer, capacity, color options, educational labels and method of affixing City logo. The Proposer shall include a color palette of available cart color options, along with photo examples of each of the cart color options. The City does not wish to use blue or black carts. City shall have the sole decision in determining the appearance of residential carts.
 - ii. If requested, Proposer shall provide a sample of the carts to the City.

- iii. Proposer shall describe its plan for maintaining carts, including both warranty and non-warranty repairs and replacements. The plan should also include procedures for addressing cart damage when reported by residential customers.

g. Description of Commercial Dumpsters and Carts.

- i. Descriptions shall include, at a minimum, the manufacturer(s), color, capacities, and logos on the containers. Include information for both refuse and recycling Dumpsters and carts. Photos of the proposed commercial Dumpsters and carts should be included.
- ii. Proposers must provide a description of the maintenance program, including frequency of cleaning. Proposed fees for excessive maintenance can be submitted on the Cost Proposal Form (Form 7); provided that Proposer must also describe in its Proposal circumstances when this fee would apply to commercial customers.
- iii. Proposers must offer, at a minimum, Dumpsters of the following sizes: two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, eight (8) cubic yard, and ten (10) cubic yard. Proposers may offer additional commercial container sizes.
- iv. Proposers will offer 96-gallon carts to any Commercial Service Unit requesting cart service.

h. Description of Roll-off Containers.

- i. Descriptions shall include, at a minimum, the manufacturer(s), color, capacities, and logos on the containers. Photos of the proposed roll-off containers should be included.
- ii. For all permanent roll-offs and temporary roll-off for Commercial Service Units, Proposers must offer, at a minimum, open-top roll-offs of the following sizes: twenty (20) cubic yard, thirty (30) cubic yard, and forty (40) cubic yard. In addition, Proposers must offer compacting roll-offs in a size agreed upon between the successful Proposer and customer. Cost Proposals will allow for varying sizes of receiving units and an option for customer to rent compactor (separate from receiving unit). Proposers may offer additional commercial roll-off container sizes.
- iii. For temporary roll-offs for Residential Service Units, Proposers must offer, at a minimum, open-top roll-offs of the following sizes: ten (10) cubic yard and fifteen (15) cubic yard.

i. Description of Collection Vehicles. Proposer shall provide a description of all Collection vehicles to be used to provide service under the Contract. Collection vehicles shall comply with the requirements of the Contract. Descriptions shall include:

- i. Make, model, and age of each proposed vehicle. Photos of each type of

- vehicle proposed should be included.
 - ii. Number of front-line vehicles to be used to perform each service.
 - iii. Description of plan for back-up vehicles when front-line vehicles are not available due to maintenance or repair.
 - iv. Number of personnel needed for each Collection crew to conduct each service.
 - v. Proposed maintenance program for all Collection vehicles used to perform services, including a proposed frequency of cleaning vehicles.
 - vi. Environmental features or benefits of proposed Collection vehicles (e.g. compressed natural gas).
- j. **Disposal and Processing Facility Information.** Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Contract.
- i. Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
 - ii. Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.
 - iii. Contact name and phone number of the site manager.
 - iv. Term of the Proposer's contract with the facility.
 - v. If the facility is owned and operated by the Proposer, provide a guarantee to provide the Processing and/or Disposal services proposed and guaranteeing the capacity required over the term of the Contract. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the Processing and/or Disposal services proposed and guaranteeing the capacity required over the term of the Contract. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.
- k. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
- i. Description of customer complaint resolution procedures.
 - ii. Description of communication plan with City staff regarding status and resolution of customer complaints.
 - iii. Proposed customer call center information.
 - iv. Description of proposed policies for set-outs that exceed set-out limits.
- l. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing services (excluding

Residential Services to be billed by City). Proposer shall include a description of proposed non-payment procedures.

4. Section 4 - Transition Plan

- a. Proposer will describe its proposed strategies to ensure a smooth transition from the current Contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
 - i. Individual or group of individuals that will oversee the execution of the transition plan.
 - ii. Proposed approach, including equipment, personnel, and schedule, for delivering carts to Residential Service Units. Proposers shall also describe how the delivery of carts will be conducted in coordination with removal of the existing cans/carts used by customers and willingness to assist in the removal of existing carts.
 - iii. Proposed approach for commercial container delivery, including a proposed date for the completed transition.
 - iv. Overall schedule for the transition.
 - v. Proposed strategies for customer communication regarding the transition of service providers, including Residential Service Units and Commercial Service Units. The Proposer should also communicate set-out policies for the new Recycling carts.

5. Section 5 – Exceptions to Contract

- a. Proposer shall identify any and all exception(s) to this RFP and the Contract. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s), state the reason for such exception(s), and how Proposer believes City may benefit from same. For each exception noted, Proposer shall provide alternative language for the City’s consideration. Any exceptions to the RFP or the Contract will be considered and included in the City’s evaluation. If Proposer fails to list any exceptions, Proposer shall not raise any exceptions later if selected for award. Proposers shall use Form 6 to identify any exceptions.

6. Section 6 – Cost Proposal

- a. Proposer shall complete Form 7 - Cost Proposal Form, which consists of eleven sections.

7. Appendices

- a. Sample Monthly Reports (see Contract requirements).
- b. Other Supporting Information.

Section 4: PROPOSAL EVALUATION

Award of a Contract will be based upon the best value for the City. The Proposals will be evaluated using the following criteria and scoring system. Table 6 shows the maximum points and relevant Proposal content that will be considered for each scoring criteria.

Table 6: Evaluation Criteria

Criteria	Proposal Content Considered	Forms	Maximum Points
Letter of Intent and Minimum Qualifications	Section 1	Forms 1, 2, 3, 4	Prerequisite
Experience and Financial History	Section 2	Form 5	15
Proposed Approach	Section 3	None	25
Transition Plan	Section 4	None	10
Exceptions to Contract	Section 5	Form 6	10
Cost Proposal	Section 6	Form 7	40
Total			100

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the Proposer’s Contractor’s Representative shall be present at the interview and the presentation shall be led by the Proposer’s proposed day-to-day contact person for the City (whether the same or different from the Contractor’s Representative). Interviews are tentatively scheduled for June 2024.

The City may also elect to conduct site visits with Proposers who are determined to be finalists. If the City conducts site visits, such site visits may include, at the City’s sole discretion, various City staff and/or a subcommittee of or the full City Council. (If the a quorum of City Council may attend the site visit, Proposer is hereby informed that such site visit would constitute a meeting under the Texas Open Meetings Act, for which members of the public would also be required to be allowed to attend.) The Proposer’s Contractor’s Representative shall be present at any site visits. Site visits, if any, would be tentatively scheduled for June or July 2024.

Proposers may be re-scored after the interviews and/or site visits are complete.

APPENDIX A: RFP Forms

Form 1: Acknowledgement of Addenda

Proposer Name: _____

By submission of this proposal, I hereby certify receipt of all the addenda listed in the table below.

Addendum Number	Description of Addendum

Form 2: Statement of Organization

Proposer Name:

Full Name of Business:

Type of Corporate Entity:

Tax ID:

Principal Business Address:

Local Business Address:

(if available)

Contact Name:

Contact Title:

Telephone Number:

Email Address:

Authorized Representative(s)

Provide the names and titles of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(A)

(B)

(C)

(D)

Form 2: Statement of Organization

Subcontractor(s)

List all firms participating on this proposal:

Name of Firm: _____

Contact Name: _____

Contact Number: _____

Role of Firm: _____

Name of Firm: _____

Contact Name: _____

Contact Number: _____

Role of Firm: _____

Form 3: Conflict of Interest Questionnaire (Form CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form 4: Minimum Qualifications

Complete this form.

I, _____, am a _____, at
_____, and am authorized to execute this
Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from contractors who meet the required qualifications. Please provide proof of agreement with complying with the insurance and bonding requirements, including but not limited to, performance bond requirements set forth in the Appendix D: Contract. Letters or other documents may be attached to this form.

I certify that the foregoing information is true and correct as of the date of this certificate.

Name: _____

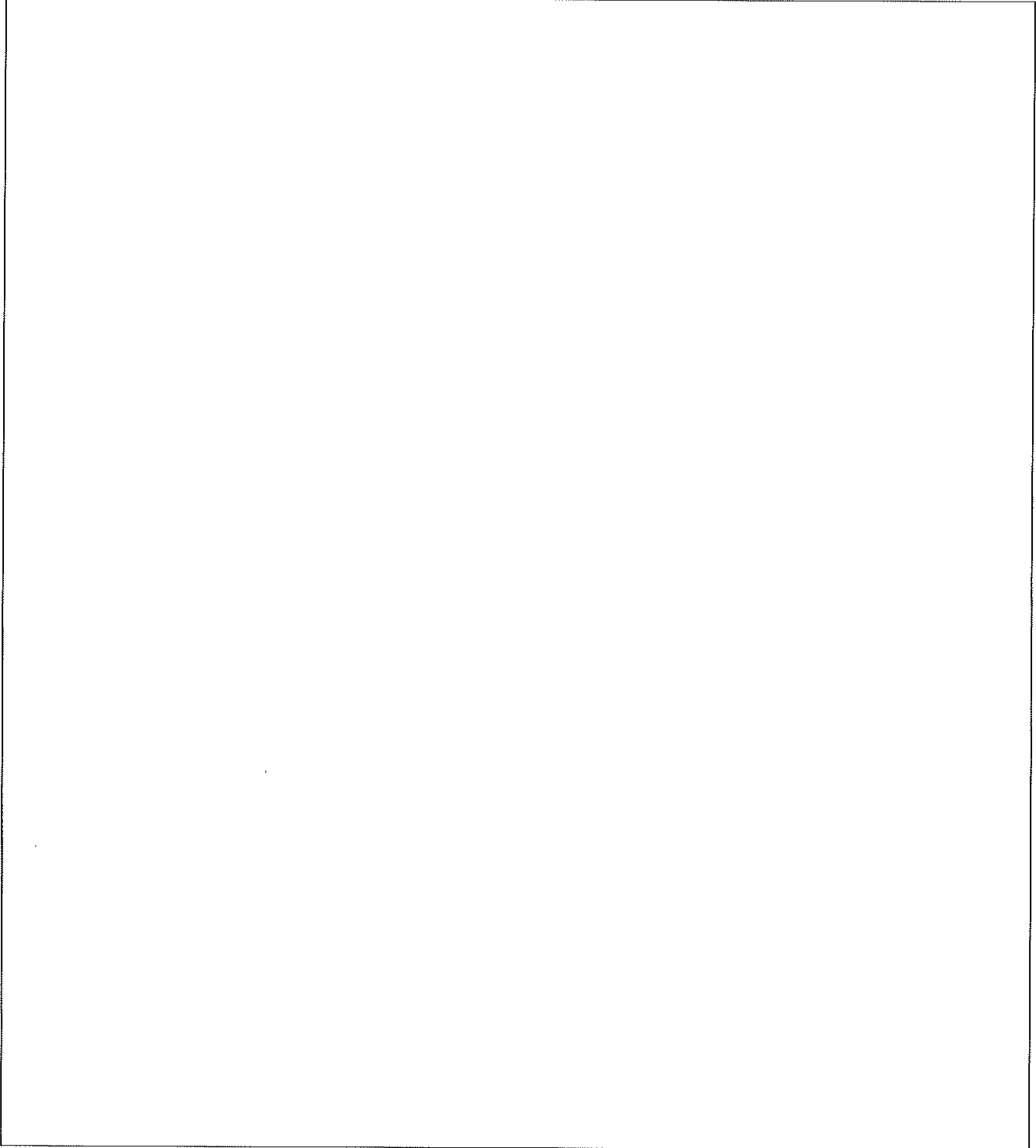
Signature: _____

Date: _____

Form 4: Minimum Qualifications

Certificate of Insurability and Proof of Ability to Acquire Bonding

Provide proof of agreement with and capability of complying with the insurance and bonding requirements, including, but not limited to, performance bond requirements set forth in the Contract. Letters or other documents may be attached to this Form.



Form 5: References

Submit One (1) Copy of Form 5 for Each Reference

Proposer Name: _____

Reference Contact

Name of Municipality: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Initial Service Year: _____

Years of Service: _____

Project Overview

Average Number of Residential Service Units: _____

Average Number of Commercial Service Units: _____

Average Number of Annual Roll-off Pulls: _____

Description of Services Provided

Form 6: Exceptions

Proposer Name: _____

List any exceptions to the RFP below. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative Contract language. Any exceptions to the RFP will be considered and included in the City's evaluation. The City is not obligated to accept any of the requested exceptions.

Exceptions

Form 7: Cost Proposal

Proposer Name: _____

Note: All costs submitted on this form exclude the franchise fee, as discussed in the Contract.

Form 7.1 – Base Residential Services

Proposers shall complete Form 7.1 to provide the City with an understanding of base cost proposal for residential services.

Collection and Disposal/Processing Services ¹

Acceptable Solid Waste	\$ _____	Per month per Residential Service Unit
Recyclable Materials (Every other Week)	\$ _____	Per month per Residential Service Unit
Bulk Waste	\$ _____	Per month per Residential Service Unit
Total Proposed Residential Base Fee ²	\$ _____	Per month per Residential Service Unit

1. Includes disposal and/or processing of collected material and maintenance of carts, per Contract.
2. Sum of all above rows.

List any additional services that will be included in the Total Proposed Residential Base Fee:

Form 7.2 – Alternate Residential Recycling Collection and Processing

Proposers shall complete Form 7.2 to provide the City with an understating of the cost proposal for weekly collection and processing of Recyclable Materials (in place of every other week provided in Form 7.1).

Collection and Disposal/Processing Services ¹

Acceptable Solid Waste	\$ _____	Per month per Residential Service Unit
Recyclable Materials (Every Week)	\$ _____	Per month per Residential Service Unit
Bulk Waste	\$ _____	Per month per Residential Service Unit
Total Proposed Residential Base Fee ²	\$ _____	Per month per Residential Service Unit

1. Includes disposal and/or processing of collected material and maintenance of carts, per the Contract.
2. Sum of all above rows.

Form 7: Cost Proposal

Form 7.3 – Additional Fee Residential Services

Proposers shall complete Form 7.3 for additional fee services to be provided to Residential Service Units. At a minimum, Proposers shall provide fee information for additional Solid Waste carts and additional Recycling carts. Form 7.3 allows Proposers to include other additional fee residential services.

Material or Service	Cost Proposal ¹	Collection Unit or Frequency
Additional Solid Waste Cart	\$ _____	Per month per Residential Service Unit
Additional Recycling Cart	\$ _____	Per month per Residential Service Unit
_____	\$ _____	Per _____
_____	\$ _____	Per _____
_____	\$ _____	Per _____
_____	\$ _____	Per _____
_____	\$ _____	Per _____

1. Includes disposal and/or processing of collected material.

Form 7.4 – Provision of Residential Carts

The City, at its sole discretion, may choose to have the Contractor provide and/or distribute carts. In all cases, the Contractor will be responsible for maintenance and repair of residential carts. If the City chooses to have the Contractor purchase and/or distribute the carts, this fee will only apply to the initial term of the Contract. Proposer must provide a cost proposal for both options listed below.

Purchase of Solid Waste and Recycling Carts, plus Assembly and Distribution	\$ _____	Per month per Residential Service Unit
<u>Only</u> Assembly and Distribution of all Carts purchased by the City	\$ _____	Per month per Residential Service Unit
Optional RFID tag on carts	\$ _____	Per month per Residential Service Unit

Form 7: Cost Proposal

Form 7.5 – Commercial Solid Waste Dumpster Services

Proposers shall complete Form 7.5 to provide the City with an understating of the cost proposal for collection and disposal of commercial Solid Waste containers. All proposed fees shall be the monthly fee, including disposal but excluding sales tax.

Container Size	Weekly Collection Frequency ¹						Extra Pickups ¹
	1	2	3	4	5	6	
96-Gallon Cart				N/A	N/A	N/A	
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							

Form 7.6 – Commercial Recycling Dumpster Services (Non-Exclusive)

Proposers shall complete Form 7.6 to provide the City with an understating of the cost proposal for collection and processing of commercial recycling containers. All proposed fees shall be the monthly fee, including processing but excluding sales tax. **Proposed fees represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

Container Size	Weekly Collection Frequency						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart				N/A	N/A	N/A	
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							

Form 7: Cost Proposal

Form 7.7 – Additional Fee Commercial Services

Form 7.7 allows Proposers the opportunity to identify additional services, including excessive maintenance. Fees apply to both Solid Waste and Recycling containers for Commercial Service Units. All fees exclude sales tax.

Description of Service	Fee
Lock	\$ _____ Per month
Set of Casters	\$ _____ Per Month
Opening and Closing of Enclosures	No Charge
Excessive Maintenance	\$ _____ Per _____
_____	\$ _____ Per _____
_____	\$ _____ Per _____
_____	\$ _____ Per _____

Form 7.8 – Temporary Refuse Roll-off Services

Proposers shall complete Form 7.8 to provide the City with an understating of the cost proposal for collection and disposal/processing of temporary roll-off containers. All proposed fees shall be the monthly fee, excluding sales tax. **Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

Roll-off Type and Size	Container Rental Fee ² (Per Day)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee ³ (Per Ton)	Processing Fee ⁴ (Per Ton)
10 CY Roll-off ¹					
15 CY Roll-off ¹					
20 CY Roll-off					
30 CY Roll-off					
40 CY Roll-off					

1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.
2. Container rental fee does not apply for the first 14 calendar days of service.
3. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
4. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

Form 7: Cost Proposal

Form 7.9 – Permanent Refuse Roll-off Services

Proposers shall complete Form 7.9 to provide the City with an understating of the cost proposal for collection and disposal/processing of permanent roll-off containers. All proposed fees shall be the monthly fee, excluding sales tax. **Proposed fees for non-exclusive services represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.**

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee ¹ (Per Month)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off		N/A			
15 CY Roll-off		N/A			
20 CY Roll-off		N/A			
30 CY Roll-off		N/A			
40 CY Roll-off		N/A			
25 CY Roll-off Compactor					
30 CY Roll-off Compactor					
40 CY Roll-off Compactor					

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

Form 7: Cost Proposal

Form 7.10 – Other City Services

The City will require other services in addition to those that are provided to the City for no charge (see RFP Sections 2.9 and 2.10). These services are classified as either permanent services or temporary services.

Permanent Services

Permanent services include open-top roll-offs for City’s Wastewater Treatment Plant and the Citizens Collection Station. These services shall be provided at a rate at or below the rate for non-City customers.

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee ¹ (Per Month)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off		N/A			
15 CY Roll-off		N/A			
20 CY Roll-off		N/A			
30 CY Roll-off		N/A			
40 CY Roll-off		N/A			
25 CY Roll-off Compactor					
30 CY Roll-off Compactor					
40 CY Roll-off Compactor					

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

Form 7: Cost Proposal

Temporary Services

Temporary services include City events, clean-up efforts and other temporary services.

Roll-off Type and Size	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee ³ (Per Ton)	Processing Fee ⁴ (Per Ton)
Temporary Container			N/A	N/A
96-Gallon Cart			N/A	N/A
8 CY Dumpster			N/A	N/A
20 CY Roll-off				
30 CY Roll-off				
40 CY Roll-off				

1. Based on actual tonnage hauled to the disposal or processing location. Tonnage must be reported to the customer as part of the customer billing.

Form 7.11 – Contribution for Public Education and Neighborhood Clean-ups

Monthly Contribution per Residential Service Unit \$ _____

APPENDIX B: Current Rates

City of Bastrop Rates as of 1/1/2024

Residential	Per Month
1 cart	\$21.02

(includes recycling and bulk waste collection)

Commercial	2024
1 cart	\$28.02

Commercial Dumpster (Refuse)

Container Size	Collection Frequency				
	1x	2x	3x	4x	5x
2yd	\$80.98				
3yd	\$88.13	\$163.34	\$258.62	\$344.49	\$430.30
4yd	\$121.13	\$176.58	\$282.49	\$376.18	\$470.20
6yd	\$132.71	\$216.96	\$366.64	\$460.61	\$575.77
8 yd	\$151.40	\$262.57	\$392.70	\$511.08	\$638.84
10 yd	\$161.28	\$266.21	\$416.72	\$556.58	\$695.73

Commercial Dumpster (Recycling)

Container Size	Once per Week Collection
2 yd	\$72.88
3 yd	\$79.32
4 yd	\$95.48
6 yd	\$88.53
8 yd	\$105.99

Roll Off

Delivery	\$157.69
Rent/Day	\$5.78
Pull Charge - 20 yd	\$379.64
Pull Charge - 30 yd	\$379.64
Pull Charge - 40 yd	\$379.64

APPENDIX C: Residential Service Units Map



- Pickup Day**
- Monday
 - Tuesday
 - Wednesday
 - Thursday

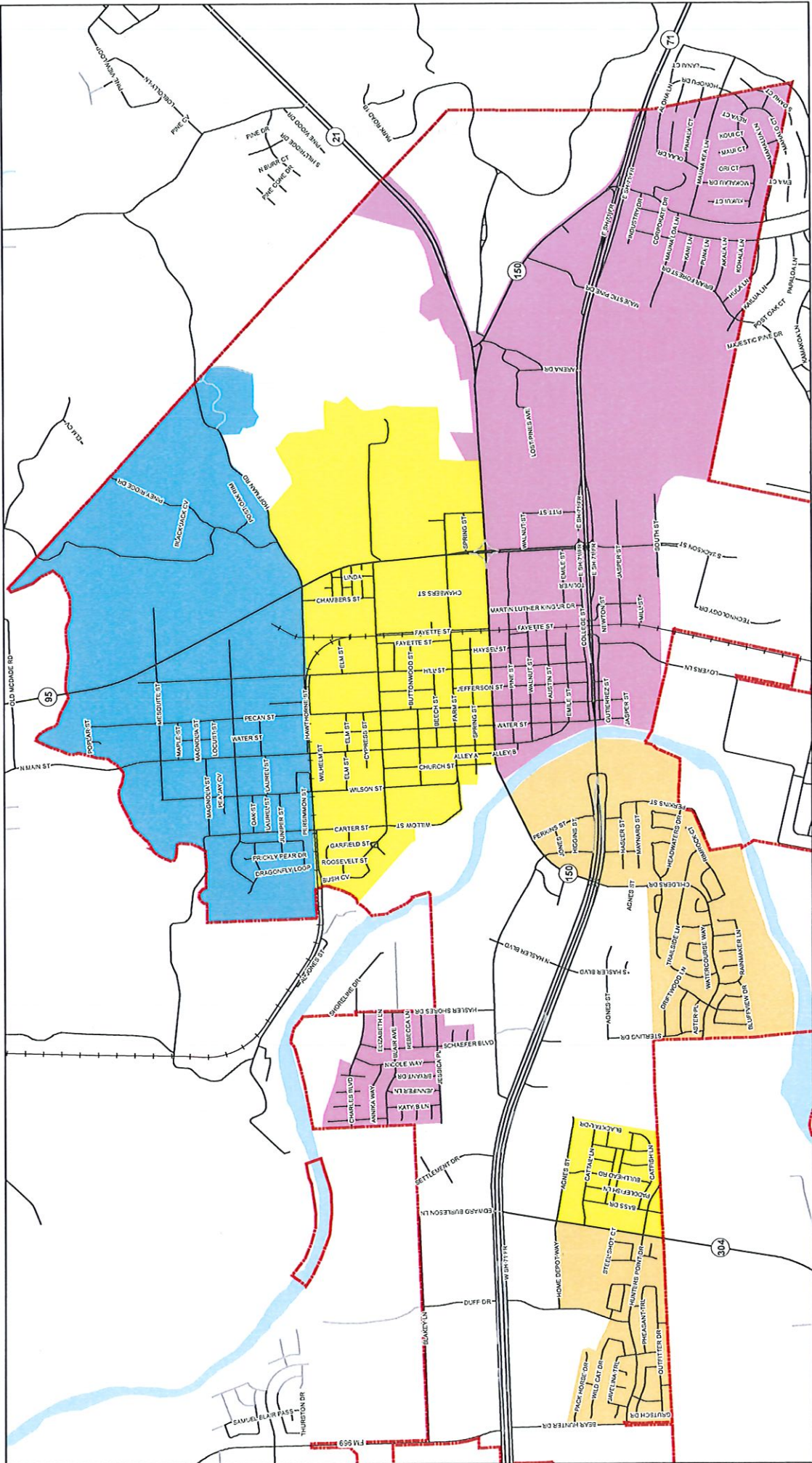
Solid Waste Route Service Map and Schedule

0 475 950 1,900
Feet

1 inch = 1,800 feet

Date: 4/5/2024

The accuracy and precision of this cartographic data is limited and should be used for general reference only. This map is not intended to be used for engineering, construction, or other professional services. The City of Fort Worth, Texas, and its employees, do not make any warranty, express or implied, for any use of this map, or assumes any liability or responsibility for the accuracy, completeness or usefulness of any such information. This map is provided as a public utility and not a contract. All rights reserved.



APPENDIX D: Contract

SOLID WASTE AND RECYCLING SERVICES CONTRACT

This Solid Waste and Recycling Services Contract (“Contract”) is entered into as of the _____ day of _____, 2024 (“Effective Date”), between the City of Bastrop, Texas (“City”), acting by and through its duly authorized City Manager, and _____ (“Contractor”), a ____, acting by and through its duly authorized representative.

W I T N E S S E T H:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (the "RFP"); and

WHEREAS, Contractor timely submitted a proposal in response to the RFP; and,

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

WHEREAS, City has the power to execute this Contract; and,

WHEREAS, Contractor has the power to execute this Contract: and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

1. DEFINITIONS:

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste, and which shall be collected within the City pursuant to this Contract. Acceptable Solid Waste shall include Yard Trimmings.

1.2. **Applicable Law:** Applicable Law shall mean the terms and conditions of any required permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor’s obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a

governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

- 1.3. **Bag:** Bag shall mean non-dissolvable plastic sack, Kraft bag or other sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store the contents with sufficient wall strength to maintain physical integrity when lifted by the top. Solid Waste shall be stored in a non-dissolvable sack. Total weight of a Bag and its contents shall not exceed fifty (50) pounds.
- 1.4. **Brush:** Brush shall mean Yard Trimmings exceeding two inches (2") in diameter each but not larger than six inches (6") in diameter or longer than four feet (4') in length. Brush does not need to be in Bags or Bundles.
- 1.5. **Bulk Waste:** Bulk Waste shall mean: (i) Acceptable Solid Waste composed of materials not easily contained in a Bag such as, but not limited to Brush, White Goods, furniture, mattresses and box springs, carpet and rugs, lawn equipment (drained of oil and gas), large toys (playhouses, swing sets, bicycles, etc.), large electronics, large appliances, large scrap metal, and other oversized Acceptable Solid Waste; and (ii) Yard Trimmings in Bags or Bundles.
- 1.6. **Bundle:** Bundle shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or forty (40) lbs. in weight.
- 1.7. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Contract.
- 1.8. **Cart:** Cart shall mean a receptacle, whether purchased by the City or the Contractor, equipped with wheels, a lift bar, and lid, with a capacity of approximately ninety-six (96) gallons that can be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) or semi-automated truck tipper (ANSI Z245.60 Type B). Carts, if purchased by Contractor, must be purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.9. **Citizen Collection Station:** Citizen Collection Station shall mean any site designated by the City for drop-off of Acceptable Solid Waste. The City shall have the sole authority to add or eliminate Citizen Collection Stations.
- 1.10. **City Facility:** City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive Solid Waste Services, Recycling Services, and/or other services via this Contract. The City has the sole authority to add or eliminate City Facilities.
- 1.11. **Collect or Collection:** Collect or Collection shall mean the act of removing

Acceptable Solid Waste or Bulk Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials for transport to a Processing Facility.

- 1.12. **Contract:** Contract shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.
- 1.13. **Contract Year:** Contract Year shall mean the period beginning September 1st of each year and ending on August 31st of the subsequent year for the term of the Contract.
- 1.14. **Commencement Date:** Commencement Date shall mean August 31, 2024, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Contract.
- 1.15. **Commercial Cart Service Unit:** Commercial Cart Service Unit shall mean a Commercial Service Unit which receives Solid Waste collection via Cart.
- 1.16. **Commercial Container:** Commercial Container shall mean Dumpsters and Roll-offs.
- 1.17. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units and City Facilities within the corporate limits of the City.
- 1.18. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.19. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.20. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.
- 1.21. **Contractor's Representative:** Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf.
- 1.22. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste and Recyclable Materials from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.
- 1.23. **Customer:** Customer shall mean (i) the City or (ii) owner or tenant of a

Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Contract.

- 1.24. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.
- 1.25. **Disposal Site:** Disposal Site shall mean a Landfill or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.26. **Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed to be lifted and emptied mechanically into a Collection vehicle. Dumpsters shall be for use only at Commercial Service Units. Contractor shall provide Dumpsters to Customers.
- 1.27. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.
- 1.28. **Effective Date:** Effective Date shall mean the date set forth in the first sentence of this Contract.
- 1.29. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.30. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.31. **Hazardous Waste:** Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.32. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.

- 1.33. **Marketing:** Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.
- 1.34. **May:** Something that is permissible but not mandatory.
- 1.35. **Medical Waste:** Medical Waste shall mean, as defined in 30 TAC § 326.3(23), treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.36. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste Collection via Dumpster or Roll-offs.
- 1.37. **Party:** Party shall mean Contractor or City.
- 1.38. **Process or Processed or Processing:** Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets.
- 1.39. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials. The Processing Facility shall be selected by Contractor.
- 1.40. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.41. **Program Recyclable Materials:** Program Recyclable Materials shall include, at a minimum the following Recyclable Materials:
- a) **Paper:** Any corrugated cardboard and boxboard containers, food boxes (such as dry food boxes and frozen food boxes), soda and beverage boxes and carriers, shoe boxes, newspaper including slick paper inserts, magazines, catalogs, telephone books, wrapping paper, sticky notes, paperback books, paper bags, Kraft paper, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade

paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, paper envelopes, facsimile paper, manila folders), and other Recyclable Materials of a similar nature.

- b) **Plastic:** Any plastic containers #1 through #7 such as bottles, cups, jugs, jars, tubs, bowls, plastic eating utensils, other rigid plastics (such as buckets, baskets, carriers, crates, toys, laundry baskets, lawn furniture, pots and trays, dish drainers, trash cans, etc.), and other Recyclable Materials of a similar nature. Excludes plastic bags and expanded polystyrene.
- c) **Aluminum and Other Metal:** Any metal beverage container, food can, durable baking tins, empty aerosol cans, , metal or bi-metal container, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids.
- d) **Glass:** Any glass bottles, jars, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids. Excludes window glass, porcelain, china, ceramics, and light bulbs.

1.42. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials which have been Processed to market specifications.

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

1.44. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

1.45. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.

1.46. **Refuse:** Refuse shall mean Rubbish.

1.47. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service

Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

- 1.48. **Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10) intended for high-volume generation of Solid Waste, including but not limited to Construction and Demolition Debris, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.
- 1.49. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.50. **Rubbish:** Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.51. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 1.52. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
- 1.53. **Shall:** Something that is mandatory and not discretionary.
- 1.54. **Single Stream:** Single Stream shall mean commingled Recyclable Material and not required to be sorted by the Customer prior to Collection.
- 1.55. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
 - c) Waste materials that result from activities associated with the

exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).

- 1.56. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste.
- 1.57. **Special Event:** Special Event shall mean events sponsored or co-sponsored by the City.

Special Waste: Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, Processed, or Disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are: (A) hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Title 30 Texas Administrative Code Chapter 335, Subchapter N of Title 30 (relating to Household Materials Which Could Be Classified as Hazardous Wastes); (B) Class 1 industrial nonhazardous waste; (C) untreated medical waste; (D) municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges; (E) septic tank pumpings; (F) grease and grit trap wastes; (G) wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f); (H) slaughterhouse wastes; (I) dead animals; (J) drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste; (K) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers; (L) discarded materials containing asbestos; (M) incinerator ash; (N) soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of 30 TAC §335.521(a)(1) (relating to Appendices); (O) used oil; (P) waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter; (Q) waste generated outside the boundaries of Texas that contains: (i) any industrial waste; (ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or (iii) any item listed as a special waste in this paragraph; (R) lead acid storage batteries; and (S) used-oil filters from internal

combustion engines.

- 1.58. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Contract.
- 1.59. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.60. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Hazardous Waste (except waste Contractor is authorized to Collect and Dispose), Special Waste (except from the City Waste Treatment Plant or as otherwise provided herein), manure (except for incidental quantities), untreated Medical Waste, dead animals (except dead animals intended for human consumption), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.61. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.62. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.

2. **GRANT OF FRANCHISE AND PROHIBITED SERVICES:**

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units excluding Collection via Roll-offs of less than twenty (20) cubic yards;
- (b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- (c) Collection and Disposal of Acceptable Solid Waste for Commercial Service Units;
- (d) Collection and Disposal of Acceptable Solid Waste for City Facilities; and
- (e) Collection and Processing of Program Recyclable Materials for City Facilities

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units via Roll-offs of less than twenty (20) cubic yards; and
- (b) Collection and Processing of Program Recyclable Materials for Commercial

Service Units.

Contractor is hereby prohibited for the term of this Contract, as defined in Section 3 unless sooner terminated, within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Customers which City offers such services.

3. **TERM:**

3.1. **Initial Term:** Unless sooner terminated in accordance with the Contract, the initial term of this Contract shall be for five (5) years, and shall commence August 31, 2024 at 12:00 AM, Central Time, (“Commencement Date”) and shall continue in effect until August 31, 2029 at 11:59 PM, Central Time.

3.2. **Optional Renewal Terms:** City may renew this Contract for up to three (3) additional one (1) year optional renewal terms. Contractor shall provide notice to the City twelve (12) months preceding the scheduled date of expiration of the expiration of the initial term or the then current optional renewal term of this Contract. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor’s election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits City’s right to terminate this Contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Contract.

3.3. **Transition Period:** At least thirty (30) calendar days prior to the Commencement Date, Contractor shall cooperate with the City to develop and implement a transition plan, approved by the City’s Contract Administrator, to ensure a smooth transition in services from the current provider of services within the City to the Contractor under this Contract.

4. **RESIDENTIAL SERVICE UNIT COLLECTION:**

4.1. **Acceptable Solid Waste Collection:** Contractor shall Collect, once per week on a Scheduled Collection Day from Monday through Thursday, from each Residential Service Unit all Acceptable Solid Waste contained in one Acceptable Solid Waste Carts. Upon the receipt of a written work order from the Contract Administrator for collection of additional Acceptable Solid Waste Cart(s) in excess of the one (1) Acceptable Solid Waste Cart from a Residential Service Unit, Contractor shall

Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Acceptable Solid Waste Cart, the quantity of additional Acceptable Solid Waste Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Acceptable Solid Waste Cart(s) for the respective Residential Service Unit.

- 4.2. **Program Recyclable Materials Collection:** Contractor shall Collect, once per week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit's Recycling Cart per Scheduled Collection Day. Upon the receipt of a written work order from the Contract Administrator for collection of additional Recycling Cart(s) in excess of the one (1) Recycling Cart from a Residential Service Unit, Contractor shall Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Recycling Cart, the quantity of additional Recycling Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Recycling Cart(s) for the respective Residential Service Unit.
- 4.3. **Bulk Waste Collection:** Contractor shall Collect, once per week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit, from each Residential Service Unit (i) all Yard Trimmings and (ii) the greater of one item or maximum of four (4) cubic yards of other Bulk Waste. If Contractor does not Collect all Bulk Waste Set-out by a Residential Service Unit, Contractor shall (i) leave a Bulk Waste Collection Notice and (ii) Collect the remaining Bulk Waste, excluding Construction and Demolition Debris in excess of one (1) cubic yard, on or before the next Scheduled Collection Day for such Residential Unit. Contractor shall not be required to Collect more than one (1) cubic yard of Construction and Demolition Debris per Residential Service Unit per seven (7) calendar days commencing on the initial Scheduled Collection Day such materials were Set-out. City and Contractor may mutually agree in writing to amend this Contract to provide for separate Collection of Yard Trimmings and other Bulk Waste.
- 4.4. **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor shall provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

5. **COMMERCIAL SERVICE UNIT COLLECTION:**

- 5.1. **Acceptable Solid Waste Collection:** The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to designate the service level.
 - a) Commercial Cart Service Unit: Contractor shall Collect from each

Commercial Cart Service Unit, all Acceptable Solid Waste contained in Acceptable Solid Waste Carts. Contractor and Customer shall mutually decide on the number and location of Carts. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

- b) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Dumpsters per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- c) Commercial Service Units Roll-off Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

5.2. **Program Recyclable Material Collection:** Upon Request of a Commercial Service Unit, including but not limited to Multi-family Property, Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in Recycling Commercial Containers. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6. CITY SERVICES

6.1. **No Cost City Services.** The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section. The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to designate the service level.

- a) **City Facilities Solid Waste Collection:** For all City Facilities excluding City Wastewater Treatment Plant and Citizens Collection Station, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- b) **City Facilities Program Recyclable Material Collection:** For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in

Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

- c) **City Yard Trimming Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Yard Trimmings in a Roll-off for use by the City. Customer shall solely decide on the size and location of the Roll-off. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.
- d) **City Clean-up Events Solid Waste Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs at two (2) City Clean-up Events per year. Each City Clean-up Event shall be for up to seven (7) consecutive calendar days. For each City Clean-up Event, Contractor shall provide unlimited Collection for twelve (12) Roll-offs of forty (40) cubic yards. Customer shall solely decide on the location of Roll-offs. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.
- e) **City Special Events.** Upon request of Customer, Contractor shall Collect and Dispose of Solid Waste and Collection and Process Program Recyclable Materials from up to five (5) City Special Events per year, provided that Customer gives Contractor written notice of such request at least four (4) weeks prior to the City Special Event, including specification of the level of service needed for the City Special Event.

6.2. **Other City Services.** Upon request of the Contract Administrator, the Contractor shall provide City Services at the reduced rate schedule as reflected in Exhibit 1 for the following City Services.

- a) City Wastewater Treatment Plant(s) Solid Waste Collection (including, but not limited to sludge);
- b) Citizens Collection Station Solid Waste and Bulk Waste Collection;
- c) Non-City Special Events Solid Waste and Program Recyclable Materials Collection, Disposal and Processing, provided that Customer gives Contractor written notice of such request at least four (4) weeks prior to the non-City Special Event, including specification of the level of service needed for the non-City Special Event; and,
- d) City Code Enforcement activities Solid Waste Collection.

Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

7. **EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:**

The Contractor shall Collect all Acceptable Solid Waste, including excess Bags, from each

Residential Service Unit for the following days:

- a) first Collection following a holiday as defined by Section 17.2;
- b) first Collection following a move-out or move-in; and
- c) Monday of last full week in December to Saturday of first full week in January.

8. **COLLECTION LOCATIONS:**

- 8.1. **Residential Service Unit Collection:** Contractor shall Collect Solid Waste, Program Recyclable Materials, and Bulk Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for special service. Curbside shall not be located in an alley for Bulk Waste Collection. For Residential Service Units that qualify for special service, Contractor shall Collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator. For special service, Contractor's employees shall not be required to enter any gated areas for Collection of Solid Waste and Program Recyclable Materials. The Contract Administrator shall determine who qualifies for special service. Contractor shall return Carts to approximately original location.
- 8.2. **Commercial Service Unit Collection:** The Commercial Container shall be located at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

9. **DISPOSAL AND PROCESSING SERVICES:**

- 9.1. **Disposal of Contractor Collected Materials.** Excluding Roll-off, Contractor agrees that the then-current rate schedule as reflected in Exhibit 1 includes the costs for Disposal of Acceptable Solid Waste Collected by Contractor. Disposal of material Collected via Roll-off from Customers other than the City shall be in accordance with the then current Disposal Fee as reflected in Table in Exhibit 1. Unless explicitly authorized in this Contract, Contractor agrees Contractor shall be solely responsible for the costs for Disposal of Acceptable Solid Waste, including but not limited to Bulk Waste, Collected from City Services by Contractor.
- 9.2. **Processing of Contractor Collected Materials.** Customers may Set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit 1 includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable Materials, Collected by Contractor. Contractor agrees Contractor shall be solely responsible for the costs for Processing of Program Recyclable Materials Collected from City Services by Contractor.
- 9.3. **Disposal and Processing Capacity:** Contractor shall have and maintain during the term of the Contract, adequate Disposal and Processing capacity for the City's needs.

10. **DISPOSAL AND PROCESSING LOCATIONS:**

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Texas Commission of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Acceptable Solid Waste to a Disposal Site; and,
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials.

Contractor shall ensure locations operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall ensure locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall ensure locations weigh, record, and tabulate materials from the City and other generators separately. Contractor shall ensure locations test the scales as required by Applicable Law. At a minimum, Contractor shall ensure locations test the scales every six (6) months. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in termination by City of this Contract with Contractor.

11. PROCESSING REQUIREMENTS:

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination. In addition, Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

12. ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS:

City reserves the right to add other Recyclable Materials to the program if (i) Processing Facility Processing Program Recyclable Materials Collected via this Contract accepts such material, (ii) Processing Facility Processing Program Recyclable Materials Collected from the City of Austin accepts such material, or (iii) the Parties agree it is economically and technically feasible. In addition, City reserves the right to delete Recyclable Materials from the program if the Parties agree it is economically and technically prohibited.

Parties agree that no increase in fees shall be allowed for the addition of other Recyclable Materials to the program due to the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material. Addition or deletion of Program Recyclable Materials for reasons other than the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material, an increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be

negotiated and implemented as a change in rate schedule by an amendment to this Contract.

13. **COMMINGLING OF MATERIALS PROHIBITED:**

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle Program Recyclable Materials with Solid Waste or other material. Commingling of materials in violation of this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

14. **DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED:**

Contractor shall not Dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will Dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Contract and may result in administrative charges and/or termination by City of this Contract with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

15. **INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:**

15.1. **Contractor's Right to Inspect Set-Outs:** Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Contract.

15.2. **Unacceptable Set-outs:** Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- (a) A Set-out exceeds the Set-out limits as established in this Contract; or
- (b) A Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-Recyclable Materials by weight.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- (a) Collect the portion of the Set-out that is properly Set-out; and
- (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Central Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject

to administrative charges as set forth in this Contract.

16. **RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:**

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of thirty (30) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the route without Contract Administrator's approval.

17. **HOURS OF OPERATION AND HOLIDAYS:**

17.1. **Hours of Operation:** Contractor shall provide Collection to Residential Service Units from Monday through Thursday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time, except that such Collections for schools may begin earlier if authorized by the Contract Administrator. Contractor shall provide Collection for schools as directed by the Contract Administrator. Collection from other Customers shall begin no earlier than 6:00 AM, Central Time. Collections from any Customer shall not occur later than 7:00 PM, Central Time, without approval from Contract Administrator. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and Contract Administrator. Contractor Administrator reserves the right to restrict the hours of operation based on complaints.

17.2. **Holidays:** The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Thursday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next calendar day after the holiday.

18. **DAMAGE TO PROPERTY:**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor. Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

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

19. **COMPLAINTS AND OFFICE:**

19.1. **Complaints:** Customer complaints shall be directed to City, and City shall notify Contractor via email of such complaints. Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

19.2. **Local Office:** Contractor shall maintain an office within seventy (70) street miles of City Hall (the "Local Office"). Contractor shall ensure the Local Office may be contacted by telephone without charge. The Local Office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, the Local Office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

20. **EQUIPMENT AND CONTRACTOR'S REPRESENTATIVE:**

20.1. **Carts for Residential Service Units:** The City maintains the right to purchase the Carts for Residential Service Units separate from this Contract; however, the Contractor would maintain responsibility for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements for the Carts if the City elects to purchase the Carts separate from this Contract. The City's shall provide the Contractor written notice of the City's election to purchase Carts separate from this Contract at least thirty (30) calendar days before the Commencement Date. If the City does not elect to purchase the Carts separate from this Contract, then Contractor shall, at its sole cost and expense, agrees to purchase all new Carts necessary to adequately, efficiently, and properly provide the services to Customers in accordance with this Contract. Carts, if purchased by Contractor, must be purchased with a ten (10) year manufacturer's warranty, and approved for use by City. Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:

- (a) Approximate capacity of 96 gallons;
- (b) Uniform and Blue in color for Acceptable Solid Waste Carts (as

- approved by Contract Administrator);
- (c) Uniform and Green Contract Administrator); in color for Recycling Carts (as approved by Passive radio frequency identification (RFID) tag utilizing ultra-high frequency (UHF) range, if approved and required by the Contract Administrator;
- (d) City logo (as approved by Contract Administrator) permanently stamped (using hot stamp or other similar process) into each side of the Cart;
- (e) Without Contractor logo or other information;
- (f) Full-color in-mold label or decal (as approved by Contract Administrator) of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches, on Recycling Cart;
- (g) Full-color in-mold label or decal (as approved by Contract Administrator) of Holidays, with a minimum size of area of 100 square inches, on Acceptable Solid Waste Cart;
- (h) Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
- (i) Lift bar (replaceable if damaged); and
- (j) Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator. Contractor shall, at its sole cost and expense, assemble and distribute 96 gallon Cart(s) to each Customer prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator. Upon the written work order from the Contract Administrator, Contractor shall exchange the 96 gallon Cart for a 64 gallon Cart for Customers identified in the Work Order within two (2) Business Day(s) of issuance of the Work Order by the Contract Administrator to the Contractor.

For Carts delivered by Contractor, Contractor shall:

- (a) Attach a Program Introduction Notice to each Cart prior to delivery to Residential Service Unit;
- (b) If RFID is approved and required by the Contract Administrator, Electronically record the RFID tag number assigned to the Cart and the name and address to which the Cart was delivered

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, and replacement, including replacement of damaged, lost, or stolen Carts. Contractor shall provide a monthly report to Contract Administrator detailing the Carts delivered and maintenance provided to Carts and provide a monthly report to Contract Administrator for the term of the Contract.

Upon the request of a Customer, Contractor shall deliver, at Contractor's sole cost, (i) an additional 96 gallon Cart or (ii) swap out the Recycling Cart for a different size Cart that meets requirements of this Contract.

All Carts in the possession of Residential Service Units upon the expiration or termination of this Contract may, at no cost to the City or Customers, become the property of the City, at the City's sole discretion.

- 20.2. **Other Equipment:** Contractor, at its sole cost and expense, agrees to furnish all equipment, excluding equipment explicitly stated in this Contract to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Contract.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials.

For Roll-off Collection, Contractor shall provide Collection using vehicles equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a clean, professional, and well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles must be equipped with back-up cameras and spill kits for oil and hydraulic fluids. All Collection vehicles shall be less than eight (8) years old throughout the term of the Contract. All Collection vehicles shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition; at minimum, Collection vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

City may inspect Contractor's equipment at any time to ensure compliance with this Contract. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose. Contractor shall, upon notification from the City, sanitize or repaint equipment that is unsightly.

- 20.3. **Contractor's Representative:** Contractor shall provide a Contractor's Representative that is qualified, competent, and reliable and authorized to be in charge of operations under this Contract and to make decisions and act on behalf of the Contractor. Contractor shall provide Contract Administrator with twenty-four

(24) hour access to Contractor's Representative via a non-toll call from City. Contractor shall not change the Contractor's Representative from the Effective Date until after ninety (90) calendar days after the Commencement Date without request of Contract Administrator or written approval of Contract Administrator. Contractor shall notify City within forty-eight (48) hours of Contractor's knowledge of upcoming change to Contractor's Representative. Contractor shall develop a transition process, subject to the approval of the Contract Administrator, for management of Contractor's Representative's duties during change in Contractor's Representatives.

21. **SPILLAGE AND LEAKAGE, LITTER, AND ODOR**

- 21.1. **Spillage and Leakage:** Contractor shall clean up any materials including leakage of fluids spilled from Carts, Containers, and Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Contract. During transport, all materials shall be contained, covered, and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors while performing services pursuant to this Contract. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- 21.2. **Litter:** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Contract.
- 21.3. **Odor:** Contractor shall maintain equipment used for purposes of this Contract in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Contract by Contractor in a manner that eliminates odors.

22. **RECORDS AND REPORTS:**

Contractor agrees to maintain at the Local Office adequate records relating to the performance of their respective duties under this Contract. Such records shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (a) Document services provided by type of service, Container type, Container size, Collection frequency, fees charges, and other information as requested by Contract Administrator.
- (b) Document number of Residential Service Units Set-outs by Program Recyclable Materials and other information as requested by Contract Administrator.
- (c) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, and other information as requested by Contract Administrator. If materials from City are commingled with materials from other areas, Contractor shall develop a process, subject to the approval of the Contract Administrator, for estimating the tonnage of material delivered from City.
- (d) Document missed Collections, Unacceptable Set-outs, and Bulk Waste

Collection Notices on a daily basis by address, time and date for each and the reason and notice for Unacceptable Set-outs.

- (e) Document ownership and maintenance records of all vehicles used to perform the services provided under this Contract.
- (f) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by Contract Administrator.
- (g) Customer list by customer name, contact information, address, type of service, Container type, Container size, Collection frequency, and other information as requested by Contract Administrator
- (h) Such other documents and reports as City may reasonably require to verify compliance with the Contract or to meet City's reporting requirements.

Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the above information.

23. **INSPECTION RIGHTS:**

- 23.1. **City's Right to Inspect Records, Books, Data and Documents:** City shall have access, within one (1) Business Day of advanced written notification to Contractor, to all books, records, electronic files, data and documents related to this Contract of Contractor for inspection, and audit, at City's own expense.
- 23.2. **City's Rights to Inspect Facilities and Equipment and Audit Performance:** City shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Contract conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Contract are conducted in compliance with the terms of this Contract, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

24. **PUBLIC EDUCATION AND OUTREACH AND FRANCHISE FEE:**

- 24.1. **Public Education and Outreach:** Contractor shall provide the following services associated with public education and outreach at no cost to the City or the Customer. Contractor will at no time place public education and outreach notices inside customers' mailboxes. Contractor shall not distribute any public education and outreach notices to Residential Service Units without prior written approval from Contract Administrator.
 - (a) Development, Printing and Distribution of Program Introduction Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Program Introduction Notice for each Residential Service Unit for which

Contractor delivers a Cart. The Program Introduction Notice shall be approved by the Contract Administrator. Contractor shall attach Program Introduction Notice via a non-adhesive means to each Cart delivered to a Customer or picked up by a Customer at the Contractor's office.

- (b) Development, Printing and Distribution of Bulk Waste Collection Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Bulk Waste Collection Notice. The Bulk Waste Collection Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Bulk Waste Collection Notice shall include (a) the date (b) estimated date for Collection of remaining Set-out, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Bulk Waste Collection Notice to the Set-out. Contractor shall take a digital photo of entire Set-out and the Set-out remaining that receives a Bulk Waste Collection Notice. Contractor shall maintain copies of Bulk Waste Collection Notice and digital photos in a format so that Contractor can immediately retrieve a requested notice or photo by address and date. Contractor shall provide a monthly report of Bulk Waste Collection Notices as set forth in this Contract.
- (c) Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, an Improper Set-out Notice. The Improper Set-out Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Improper Set-out shall include (a) the date (b) reason for non-collection, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Improper Set-out Notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an Improper Set-out Notice. Contractor shall maintain copies of Improper Set-out Notices and digital photos in a format so that Contractor can immediately retrieve a requested notice or photo by address and date. Contractor shall provide a monthly report of Improper Set-out Notices as set forth in this Contract.
- (d) Public Education and Outreach Video. Contractor shall develop one (1) Bastrop-specific video for the City's PEG Channel and the City's social media channels that promotes Recycling and provide information about the services provided to the City. Contractor shall update the video annually to reflect any focus areas for public education or any changes to service levels. Contractor shall also make available to the City other relevant Recycling and Solid Waste videos developed by Contractor for use by the City.

24.2. **Franchise Fee:** The City shall be entitled to receive a franchise fee (the "Franchise Fee") from the Contractor for services rendered within the City under this Contract. The Franchise Fee on the Commencement Date shall be five percent (5%) of gross billings for services rendered by Contractor hereunder for (i) Residential Service Units via Roll-off and (ii) Commercial Service Units via any means.. The Contract Administrator may increase or decrease the Franchise Fee with ninety (90) calendar days written notice. Contractor shall pay the City the Franchise Fee based on gross billings for services provided via the Contract within the City within thirty (30) calendar days after the last day of the month Contractor provided such services. For purposes of the Franchise Fee, gross billings excludes the Franchise Fee.

25. **BILLING:**

- (a) A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Contract. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Contract.
- (b) City shall provide billing and bill Base Services and extra Cart services for Residential Service Units during the term of this Contract. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulk Waste services and Roll-off Services.
- (c) Contractor shall bill City and Customers in accordance with Contract and then-current rate schedule as reflected in Exhibit 1 plus the then-current Franchise Fee.
- (d) Contractor agrees all costs for services provided on August 31, 2024, are included in fees for services provided in September 2024.
- (e) Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Contract.
- (f) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Contract, for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.
- (g) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for Franchise Fees and other payments in accordance with this Contract for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. **MODIFICATION TO RATES:**

Contractor shall submit a written request for modification to rates on or before June 1, 2025, and every June 1st thereafter. Requests for modification to rates are subject to the consideration and approval of the City Council. If Contractor fails to submit a written request for modification to rates on or before June 1st, Contractor waives the right for a modification to rates for that year.

All costs proposed in Exhibit B shall remain fixed from the execution of this Contract

through October 1, 2025. On October 1, 2025, and every October 1st thereafter for the term of this Contract, all cost of collection services, excluding costs associated with Carts, costs associated with Containers, costs of disposal, and costs of processing and marketing, shall be adjusted, increases or decreased, according to this section. City shall not adjust the monthly cost of Carts during neither the initial term of the Contract nor any renewal term.

The annual adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers (“CPI”) and the Diesel Fuel price index by the United States Department of Energy (DOE). A description of the indices and the weighting of each are as follows:

- (a) CPI – 80 percent
The CPI adjustment shall be based on the most recent CPI, Houston-Galveston-Brazoria, TX, for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) from the most recent April to the preceding April.
- (b) Diesel Fuel price index by the DOE – 20 percent
The Diesel Fuel price index by the DOE adjustment shall be based on the most recent price as of April 1st and change from year ago for Diesel Fuel (cents per Gallon), U.S.

Example: Assume that the CPI for 2016 is 105.5 and for 2015 if 110.5. Assume that the Diesel Fuel price index by the DOE for Diesel Fuel (cents per Gallon), U.S. in 2016 is 308.5 and change from a year ago was –21.5. The calculation is as follows:

$$\begin{array}{rcl} \frac{110.5-105.5}{105.5} & \times & .85 = 4.03\% \\ \text{then} & & \\ \frac{308.5-(308.5-(-21.5))}{(308.5-(-21.5))} & \times & .15 = -0.98\% \\ \text{then} & & \\ 4.03\% + -0.98\% & = & 3.05\% \text{ annual rate adjustment} \end{array}$$

The cumulative rate adjustment, the CPI plus the Diesel Fuel price index by the DOE, shall not exceed five percent (5%) per year.

27. LICENSE AND PERMITS:

Contractor shall obtain at its sole expense all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect for the term of this Contract. Contractor shall display all licenses and permits as required by law.

28. COMPLIANCE WITH LAWS:

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

then Contractor shall immediately desist from such activity and correct such violation.

29. **ENFORCEMENT:**

City grants unto Contractor the right to seek an injunction against any third party which is believed and evidenced to be infringing on the rights of Contractor to this Contract, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers.

30. **ADMINISTRATIVE CHARGES:**

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

- (a) Missed Collection
\$50 for each missed Collection in excess of two (2) missed Collections per day, to be assessed at the end of each Collection month. A missed Collection occurs when a resident reports a missed Collection, the address was not reported by Contractor as an Unacceptable Set-out, and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.
- (b) Missed Residential Service Unit block
\$500 for each incident of Contractor failing to pick up material on a block containing Residential Service Units. A missed Residential Service Unit block is where three Residential Service Units on one side of a street between cross streets or an entire cul de sac report a missed Collection. A missed Residential Service Unit block occurs when the addresses reporting missed Collections were not reported by Contractor as Unacceptable Set-outs and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.
- (c) Failure to provide Collection from Residential Service Units during normal hours of operation
\$250 for each Contractor vehicle providing Collection to Residential Service Units after normal hours of operation without approval of the Contract Administrator.
- (d) Failure to complete 95% of the Collections on a given day
Failure to complete 95% of Collections on a given day shall occur when Contractor fails to Collect or attempt to Collect from 95% of the total Residential Service Units to be serviced on the given day. \$2,500 each day that 95% of Collections are not made or attempted.
- (e) Failure to clean up material spillage, leakage, or litter by Contractor within two (2) hours of verbal or written notification

Failure to clean up material spillage, leakage, or litter by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage. \$250 each incident.

- (f) Failure to address damage to property in accordance with Contract and approved procedure for management of property damage
\$250 each incident plus all costs for property damage.
- (g) Failure or neglect to Collect materials from a missed pickup location within the amount of time specified in this Contract
Failure to address, as required by this Contract, a failure or neglect to Collect materials from a missed pickup location within the time specified in the Contract shall commence the earlier of when Contractor becomes aware of such missed pick- up or Contract Administrator or Customer notifies Contractor of such missed pick- up.
\$250 each incident.
- (h) Failure to provide a complete report (including but not limited to weekly, monthly or annual reports)
\$250 per Business Day thereafter per incident
- (i) Failure to return receptacles to approximately original location.
\$25 each incident
- (j) Commingling of materials in violation of this Section 13 of this Contract
\$1,000 each incident
- (k) Disposal of Program Recyclable Materials in violation of Section 14 of this Contract
\$2,000 each incident
- (l) Failure to leave a public education notice for Unacceptable Set-outs
\$100 each incident
- (m) Failure to distribute Program Introduction Notices
\$100 each incident
- (n) Failure to respond to any Customer complaint within the amount of time specified in this Contract
\$100 per Business Day thereafter per incident
- (o) Failure to provide City or its designee with the required resolved Customer complaint documentation
\$50 per Business Day thereafter per incident
- (p) Failure to maintain scales in accordance with Contract.
\$250 per day per scale
- (q) Failure to be prepared to perform services on and after the Commencement Date.
\$3,000 each day

- (r) Failure to capture and convert a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials into Recovered Materials, in violation of Section 11 of this Contract, for any period of time determined by the Contract Administrator.

\$500 each day

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the Contract has not occurred. The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by City or its designee. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

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

For the purposes of this Contract, Contractor shall not be deemed to be liable for such charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Contract, provided however, that Contractor shall obtain approval for the delay from the Contract Administrator prior to 3:00 PM, Central Time of the Scheduled Collection Day.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

31. TERMINATION:

City may terminate this Contract without liability to Contractor and pursue all of its legal, contractual and equitable remedies for default upon Contractor. The City shall provide written notice to Contractor of intent to terminate for such default and allow the Contractor at least thirty (30) calendar days to cure such default to the satisfaction of the City. The following are an event of default upon Contractor:

- (a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City's satisfaction within thirty (30) calendar days thereafter.
- (b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) calendar days thereafter.
- (c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (d) Committing an act of default of a provision of this Contract.
- (e) Failing to timely and fully pay any or all impositions pursuant to this Contract.
- (f) As otherwise provided by this Contract.

Otherwise, this Contract shall terminate upon any one of the following:

- (a) The written agreement of the Parties.
- (b) The expiration of this Contract.

32. DISPUTE RESOLUTION:

- (a) The parties shall endeavor to settle all disputes under, or relating to, this Contract by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Contract that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy may be resolved by pursuing the action in the Courts. Venue for any action shall be in Bastrop County, Texas.
- (b) All attorneys' fees and costs of the mediation shall in the first instance be borne by the respective party incurring such costs and fees, unless fees are awarded by the Court.

33. FORCE MAJEURE:

Except for any payment obligation by either Party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

34. PERFORMANCE BOND OR LETTER OF CREDIT

Upon Contractor's execution of this Contract, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in a form approved by

the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than Contractor's estimated amount of gross billings pursuant to this Contract from September 1, 2024, through August 31, 2025 For each Contract Year after the initial Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than the amount of gross billings pursuant to this Contract from September 1st through August 31st of the prior Contract Year. Contractor shall renew the Performance Bond or Letter of Credit in accordance with this Contract each year throughout the term of the Contract and any renewal periods. Contractor shall ensure the Performance Bond or Letter of Credit is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an "A" or better rating by A. M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

35. **INSURANCE:**

35.1. **No Insurance by City:** Contractor shall be solely responsible for any insurance required under the terms of this Contract and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering Contractor.

35.2. **Contractor Insurance Requirements:**

(a) Specific Insurance Requirements. Contractor and its subcontractors shall procure and maintain, during the term of this Contract and any extensions thereof the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

1. With written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation
or equivalent: as set forth in the Worker's Compensation Act.

or

Without written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation: as set forth in the Worker's Compensation Act.

2. Commercial General: \$1,000,000 Each Accident/Occurrence.

3. Liability (Public): \$1,000,000 Aggregate
\$1,000,000 Products &

Completed Operations
Aggregate.

4. Liability Insurance: \$1,000,000 aggregate
5. Excess/Umbrella Liability: \$1,000,000 per occurrence
with drop down coverage
6. Automobile Bodily Injury Liability: \$300,000 each person, \$1,000,000
each occurrence
7. Automobile Property Damage Liability: \$300,000 each occurrence

The policies of insurance shall be primary and written on forms acceptable to City and placed with insurance carriers approved and licensed by the State and meet a minimum financial A.M. Best & Company rating of no less than "Excellent": VII.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) calendar days prior written notice has been delivered to City through certified mail as required in this Contract.

The cancellation clause on Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by City of the award of the Contract to Contractor or termination of this Contract.

The policies of insurance must include an endorsement from the insurer adding City as an additional insured to the policy.

Contractor shall file proof of insurance for it and its subcontractor(s) meeting the requirements as set forth herein with City prior to execution of this Contract. In addition, Contractor shall be solely responsible for assuring that all proofs of insurance are up to date as filed with City. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and may be cause for termination by City of this Contract with Contractor.

No changes are to be made to these specifications without prior written approval by City.

Approval of the insurance by City shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of services provided herein.

- (b) General Requirements. Contractor's and its subcontractors' insurers

must be authorized to transact business in the State.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Worker's Compensation policies shall name the City as additional insured.

Contractor shall ensure that the insurance coverage required under this Contract is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each insurance policy required by this Contract shall meet the following requirements:

1. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
2. Each policy shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City.
3. City shall retain the right at any time to review coverage, form and amount of insurance.
4. The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Contract.
5. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy.
6. Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an

extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

7. Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Contract, as well as City's Contract and description of work, are to be received and approved by City upon execution of this Contract by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work.
8. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Contract.

Failure to comply with any term of this Section is a breach of this Contract and may result in termination by City of this Contract at City's option.

36. INDEMNITY:

The Contractor shall indemnify, defend and hold harmless the City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

37. OWNERSHIP AND RISK OF LOSS:

Title and risk of loss to Solid Waste and Program Recyclable Materials shall pass to Contractor when placed in Contractor's Collection vehicle. Title and risk of loss to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

38. SEVERABILITY:

alan@texasmunicipallawyers.com

If to the Contractor at:

with a copy to:

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

40. **DISCRIMINATION PROHIBITED:**

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

41. **SOVEREIGN IMMUNITY:**

City and Contractor acknowledge that this Contract is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including Subchapter I (§§ 271.151 through 271.160)). Subject to the agreements and modifications of the parties herein with respect to the City's waiver of immunity to suit, both parties agree that governmental or sovereign immunity is not a defense to suit or liability to enforce the terms of this Contract..

42. **ELIGIBLE DISASTER DEBRIS:**

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, or other natural disaster, Contractor shall have no obligation under this Contract to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Contract.

43. **STATE LAW VERIFICATIONS:**

43.1. *HB 1295 Compliance.* The Contractor will comply with Section 2252.908 of the Texas Government Code, which requires the Contractor to fill out a conflict of interest form ("Disclosure of Interested Parties") and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

43.2. *No Boycott of Israel.* Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, to the extent such applies to this Contract, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the and exists to make a profit.

43.3. *The Contractor is not a Terrorist Organization.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is

a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, to the extent such applies to this Contract, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

- 43.4. *Verification Regarding Energy Company Boycotts.* To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, renumbering a former Section 2274.002, Texas Government Code to eliminate duplicate numbering), the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent such applies to this Contract, and to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001(1), Texas Government Code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.
- 43.5. *Verification Regarding Discrimination Against Firearm Entity or Trade Association.* To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent such applies to this Contract, and to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification,

“discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

EFFECTIVE AS OF THE _____ DAY OF _____, 2024.

CITY:

CONTRACTOR:

CITY OF BASTROP, TEXAS
a Texas home-rule municipality

INSERT NAME

BY: _____
Name: Sylvia Carrillo-Trevino
Title: City Manager

BY: _____
Name: _____
Title: _____

ATTEST:

City Secretary
City of Bastrop, Texas

APPROVED:

City Attorney

**Exhibit 1
CITY OF BASTROP
RATE SCHEDULE EFFECTIVE MAY 1, 2024**

A13.08.015

Ord. No. 2022-22
9/20/2022

Solid Waste

Residential Service monthly charge \$18.59
Residential Additional Cart monthly charge \$6.08
Residential Additional Recycling monthly charge \$2.43

Progressive Waste Solutions directly invoices Commercial Customers for the following services:

Commercial Solid Waste Dumpster Services

Container Size	Weekly Collection Frequency:						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart	\$22.20	N/A	N/A	N/A	N/A	N/A	N/A
2 CY Dumpster	\$72.88	\$198.65	\$244.08	\$259.95	\$298.96	\$313.90	\$75.36
3 CY Dumpster	\$79.32	\$147.00	\$237.62	\$295.41	\$396.04	\$475.24	\$81.44
4 CY Dumpster	\$95.48	\$171.97	\$257.95	\$343.95	\$429.92	\$515.90	\$85.08
6 CY Dumpster	\$99.53	\$162.72	\$274.98	\$345.47	\$431.81	\$518.20	\$100.89
8 CY Dumpster	\$105.99	\$183.80	\$274.89	\$357.75	\$447.18	\$536.62	\$115.48
10 CY Dumpster	N/A	N/A	N/A	N/A	N/A	N/A	\$128.84

Additional Fee Commercial Services

Description of Service	Fee
Lock	\$13.38 per month
Set of casters	\$24.31 per month
Opening and closing of enclosures	No charge
Excessive maintenance	\$121.55 per swap more than 1x per year

1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive service represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.

Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee ¹ (Per Day)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off	\$5.78	\$157.69	\$379.64	\$28.23	\$0.00
15 CY Roll-off	\$5.78	\$157.69	\$379.64	\$28.23	\$0.00
20 CY Roll-off	\$5.78	\$157.69	\$379.64	\$28.23	\$0.00
30 CY Roll-off	\$5.78	\$157.69	\$379.64	\$28.23	\$0.00
40 CY Roll-off	\$5.78	\$157.69	\$379.64	\$28.23	\$0.00

1. Container rental fee does not apply for the first 14 calendar days of service.
 2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
 3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.
- *Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee ¹ (Per Month)	Collection Fee (Per Pull)	Disposal Fee ² (Per Ton)	Processing Fee ³ (Per Ton)
10 CY Roll-off	\$121.55	N/A	\$379.64	\$28.23	\$0.00
15 CY Roll-off	\$121.55	N/A	\$379.64	\$28.23	\$0.00
20 CY Roll-off	\$121.55	N/A	\$379.64	\$28.23	\$0.00
30 CY Roll-off	\$121.55	N/A	\$379.64	\$28.23	\$0.00
40 CY Roll-off	\$121.55	N/A	\$379.64	\$28.23	\$0.00
25 CY Roll-off Compactor	N/A	\$364.65	\$379.64	\$28.23	\$0.00
30 CY Roll-off Compactor	N/A	\$395.04	\$379.64	\$28.23	\$0.00
40 CY Roll-off Compactor	N/A	\$425.42	\$379.64	\$28.23	\$0.00

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer bill.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location.

Tonnage must be reported to the customer as part of the customer's billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.