

**SOLID WASTE SERVICES
For the City of Gilmer
Request for Sealed Bids**

1.00 OBJECTIVE

The City, in its desire to provide solid waste and recycling services, seeks a firm or qualified professional organization including, but not limited to:

- A. Provide both efficient and economical residential curbside and commercial container trash collection.
- B. Maximize sanitary and aesthetic living conditions for the citizens of the City of Gilmer.
- C. Maintain positive communications with the City and the customer.
- D. Collect and transport solid waste from residential, institutional, commercial, and industrial units within the City of Gilmer.

2.00 SELECTION OF REASONABLY QUALIFIED BIDS

The City of Gilmer will review the bids submitted by all proposes. On the basis of the relative importance of all of the evaluation factors listed herein Section 8.01; the City of Gilmer will determine which bids are reasonably qualified for the consideration of the award of the Contract.

3.00 ABILITY TO PERFORM

The City of Gilmer may, at any time, investigate a bidder's ability to perform services. The City of Gilmer may ask for additional information about the company and its service on previous contracts. Bidders may choose not to submit information in reply to the questions concerning the ability to perform and the City may discontinue further consideration of a particular proposal.

4.00 PREVIOUS EXPERIENCE

The City of Gilmer would typically be interested in previous experience in performing similar or comparable services in a city with approximately 5,000 residents, staffing and personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

5.00 OUTSIDE SOURCES

Please be aware that the City of Gilmer may use sources of information not supplied by the bidder concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from

other published sources such as industry newsletters or from non-published sources made available to the City of Gilmer.

6.00 REQUESTED INFORMATION

The City of Gilmer will require the following information:

Please provide the following on a corporate and local level:

- **Firm Background** - Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and disposal and recycling processing. Also include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations.
- **Financial History** - Provide copy of complete audit for the past three (3) years, list major stockholders/principal owners, list principal corporate officers and provide annual report to shareholders.
- **Experience and References** - Discuss the firm's prior service experience in providing the proposed service to other organizations of comparable size in the East Texas area. Provide references of the five (5) most recent Contracts with cities where solid waste/recycling collection services were provided.

References must include: City's Name, Address, Contact Person, and Telephone

7.00 LANDFILL AVAILABILITY

The successful vendor on solid waste and recycling must provide to the City proof of available capacity to accommodate the solid waste and recyclables for the period of the contract. The vendor may own, lease or have an agreement to deposit solid waste and recyclables.

* The successful vendor must agree to continue the recycling program presently available to the City of Gilmer.

8.00 BID EVALUATION AND SELECTION

8.01 Evaluation Criteria: Each bid for solid waste/recycling collection services will be evaluated in the following areas with respect to the requirements as outlined in this contract:

- Quality of Service
- Availability of Financial and Capital Resources
- Company Stability
- Company Experience as a Diversified Service Provider in Residential, Commercial, and Multi-Family Collection and Recycling in Similar Sized Communities

- Experience of Company's Local Management Team
- Disposal and Processing Site(s) Capacity, Ownership or Availability.
- Cost of Services Evidence and Reputation of Customer Service

8.02 Personal Interviews - The City may determine the necessity, on a case by case basis, of conducting personal interviews. The City is under no obligation to interview any applicant. An interview is for informational purposes and does not mean or imply any obligation on the part of the City.

9.00 **BID FORMAT:**

9.01 Bid Bond – \$25,000 in either the form of a Surety or a Cashier's check made payable to the City of Gilmer.

9.02. Executive Summary – Describe your firm. Include any pertinent information including partnerships, holding, and business relationships. Briefly describe the qualifications of your firm and its staff. State firm's community involvement in Gilmer.

9.03. Scope of Services - Describe how you will provide efficient and economical curbside and commercial service. Describe how you will provide quality service. Describe communications and relations with the customers. Address the issue of refuse collection, transport, and disposal. Include a description of currently held permits and history of regulation compliance.

9.04. Response to the Minimum Requirements of the Bid – List any exceptions, exclusions or reservations you may have to the requirements listed in the proposal.

9.05. Resources - List all resources. Include only those resources including equipment and staff currently at your disposal (within 75 miles only). Equipment must be on site and may be inspected by any City of Gilmer official.

9.06. Company Experience – List accomplishments and current service areas within 100 miles.

9.07. Local Management Team – List the local key personnel and the time that they have been with your company. Please include a brief resume on each team member.

9.08. Price Structure – See Annex A for the pricing sheet that must to be returned.

SECTION I

INSTRUCTIONS TO CONTRACTORS

1.00 SCOPE OF WORK

Bidder shall provide curbside service for collection, transportation and disposal of residential refuse to each residential unit as provided in this contract. Bidder shall provide service for collection, transportation and disposal of commercial handload units and industrial units as provided for in individualized contracts by and between units and Contractor. Each pick up day, Contractor shall be required to collect commercial handload refuse of no more than the maximum number of bags designated in accordance with the table of charges for Commercial Handload Refuse. Contractor may require any residential refuse other than bundles to be placed in bags. Contractor may require any commercial handload refuse other than bundles to be placed in bags or in 30-gallon containers. Contractor may require that the total weight of a single bag and its contents shall not exceed thirty-five (35) pounds. Upon request from a residential unit, Contractor will collect from the residential unit any item of bulky waste that is less than 10 feet in length and is not construction debris, dead animals, hazardous waste or special waste; provided, however, that the total volume of such bulky waste does not exceed three (3) cubic yards per any one pick up day. Contractor shall pick up each item of bulky waste one (1) time per month as agreed upon between the Contractor and the City. Contractor shall not be required to pick up any item of bulky waste during the calendar week in which the Christmas holiday falls; provided, however, that this sentence shall not relieve Contractor of Contractor's obligation to pick up bulky waste during any other time period, including without limitation during those portions of the month of December other than the calendar week during which Christmas falls. Collection, transportation and disposal of bulky waste from each commercial handload unit shall be according to individual agreement provided; however, that such collection, transportation and disposal must comply with all applicable provisions of this Contract.

Contractor shall provide collection, transportation and disposal of commercial and industrial refuse to commercial/industrial units according to individual agreement; provided, however, that such collection, transportation and disposal must comply with all applicable provisions of this Contract. Contractor shall require any commercial/industrial unit that requires the collection of two or more cubic yards of refuse per week to use bins.

Contractor shall provide transportation of refuse and all other waste collected by Contractor within the corporate limits of the City to the landfill for disposal, except that Contractor shall transport recyclables to the appropriate disposal site for recycling. Contractor shall handle and dispose of all refuse, including any recyclables, in accordance with all applicable laws.

Contractor shall provide, without fee or charge of any kind, containers and collection service for, transportation of and disposal of all refuse generated by the City for such locations as requested by the City in writing. Contractor shall provide, without fee or charge of any kind, containers and collection service for, transportation of and disposal of all refuse generated by any City-sponsored event. Without payment of a fee or charge of any kind, such refuse and/or dead animals as the City may from time to time collect from City rights-of-way and/or from any other property under the ownership of or in the possession of the City; provided, however, that the amount of waste so deposited by the City shall not exceed a total volume of 10,000 cubic yards in any one calendar year.

City shall have the right to change the type of service at any time for any reason with six (6) months written notice to the vendor. The vendor will have to provide in writing any cost variation from the original contract.

Location of Bins, Bags, and Bundles for collection

Residential refuse, bulky waste and commercial handload refuse shall be placed at curbside by a determined time for collection. Contractor may decline to collect any residential refuse, bulky waste or any commercial handload refuse not so placed curbside and any residential refuse that is not in bags and any commercial handload refuse that is not in bags or containers; provided, however, that Contractor shall collect residential refuse and bulky waste (if said bulky waste complies with what is placed houseside by a handicapped household) to be evaluated by City.

Contractor shall provide a bin or bins for each commercial/industrial unit whenever requested by anyone with authority to act on behalf of said commercial/industrial unit. Contractor may require that each bin be placed in an accessible, outside location on a hard surface. Contractor may decline to collect refuse in bins not so placed. Contractor may require that all bins be provided by the Contractor. Contractor shall be responsible to ensure that all such bins, whether owned by Contractor or otherwise, are equipped, constructed and maintained so as to prevent spillage, leaks, and the free discharge of contents and the entry of vectors and vermin. Contractor's liability for any claims for damage to any pavement or driving surface shall be governed by applicable state and federal law and any applicable contractual provisions.

2.00 COLLECTION OPERATION

Hours of Operation

Collection of residential refuse and of commercial handload refuse shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon mutual agreement of the City and Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Collection of commercial and industrial refuse shall take place according to individual agreement.

Routes of Collection

Residential unit and commercial handload unit collection routes and collection time schedules shall be established by the Contractor with approval by the City. Contractor shall submit to the City a map designating the residential unit and commercial handload unit collection routes and publish said map in The Gilmer Mirror. Before any permanent changes in any residential unit or commercial handload unit collection route, Contractor shall publish, at its expense, a map of such residential unit or commercial handload unit collection route in The Gilmer Mirror. The published map shall be of such size to clearly show all information.

Contractor shall furnish to City flyers explaining services and schedules for new residents, without charge to the City.

Commercial/industrial unit collection routes shall be established by Contractor with approval of City. City to be notified of exceptions.

Holidays and Notice of Collection Schedule Changes

The following shall be holidays for purposes of this Contract:

- 1) New Year's Day
- 2) Thanksgiving Day
- 3) Christmas Day

Contractor shall notify the City, TV cable system, and newspaper providing service to the City at least seven (7) days prior to each change in collection schedule and each holiday explaining the change in schedule and/or the holiday schedule prior to each such change or holiday.

Beginning on Performance Date and for one year thereafter, Contractor shall place a notice in The Gilmer Mirror at least ¼ page in size notifying the public of any change in collection schedule and/or holiday schedule. Said ¼ page newspaper notice shall be published in said newspaper for the three (3) days immediately preceding any change in collection schedule and/or holiday schedule. For all subsequent periods during which this Contract is effective, Contractor shall place a notice in The Gilmer Mirror at least ½ page in size notifying the public of any change in collection schedule and/or holiday schedule. Said ½ page newspaper notice shall be published in the Saturday edition of said newspaper for the Saturday immediately preceding the change in collection schedule and/or holiday schedule.

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection and/or disposal services on the holiday, but such decision in no manner relieves the Contractor of Contractor's obligation to provide collection,

transportation and disposal of residential refuse at residential units as provided in this contract or the disposal of bulky waste at residential units (in accordance with the requirements of this Contract) once per month as requested. No change in schedule shall in any manner relieve Contractor of Contractor's obligation to provide collection, transportation and disposal of residential refuse at residential units as provided in this contract.

The contractor shall provide, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has approximately 1,500 residential customers and approximately 283 commercial accounts billed and collected by the City. The residential solid waste is currently collected twice a week, from cans and bags.

3.00 BID SECURITY

Each bid must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Twenty-Five Thousand Dollars (\$25,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor, which addresses all the material provisions of the bid and response thereto), to perform the work covered by such bid and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Contractor's bid has been selected within one hundred-twenty (120) days after the date of the opening of the bids, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his bids.

4.00 EVIDENCE OF INSURANCE

Contractor shall provide certificate of current insurance coverage in order to demonstrate insurability. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor.

4.01 Other Insurance Provisions: The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting

the certificate holder, thirty (30) days prior written notice shall be given to the City of Gilmer."

As soon as practicable, but not more than ten (10) days after the execution of the contract, the Contractor shall have the City named as an additional insured on each certificate of insurance except Worker's Compensation and Employer's Liability, providing written evidence of the same to the City, and shall have each policy including Worker's Compensation and Employer's Liability endorsed to provide a waiver of subrogation in favor of the City.

Contractor (and any and all subcontractors employed by Contractor to perform any portion of the work to be performed by Contractor under this Contract) shall at all times during the Contract maintain in full force and effect Worker's Compensation and Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance. All insurance shall be placed with companies rated at least A by Best's Key Rating Guide and for policy limits acceptable to City and compliant with all applicable state and federal laws. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

4.02 **Minimum Limits of Insurance:**

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employeeed including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$2,000,000	\$2,000,000
Property Damage	\$2,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$2,000,000	\$2,000,000
Comprehensive Auto Liability Property Damage	\$2,000,000	\$2,000,000
Excess Umbrella Liability	\$2,000,000	\$5,000,000

All insurance required by this Contract, other than Worker's Compensation insurance, shall include City, City's agents and employees as additional named insured and be placed with a company or companies rated at least A by Best's Key Rating Guide and satisfactory to City.

5.00 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute five (5) copies of the Contracts as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's bid security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor, or the work re-advertised for bids, as the City may elect. Such forfeited security shall be the remedy of the City.

6.00 CONDITIONS

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

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

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

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

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

7.00 NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

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

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

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

8.00 COMPETENCY OF CONTRACTOR

The opening of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

9.00 QUALIFICATIONS OF CONTRACTOR

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

10.00 DISQUALIFICATION OF CONTRACTORS

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

- A. Evidence of collusion among Contractors.
- B. Lack of competency as revealed by financial statements, experience or equipment statements as submitted, or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous City contract for failure to perform.
- E. Incompleteness of bid.

11.00 BASIS OF THE BID

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

12.00 METHOD OF AWARD

The City reserves the right to accept any bid or to reject any and all bid, and to waive defects or irregularities in any bid. In particular, erasure or interlineation of the Contract

Documents and of the bid shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

13.00 COMPLIANCE WITH LAWS

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

14.00 DISCRIMINATION PROHIBITED

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

15.00 ADMINISTRATIVE AND STREET USE FEE

Each year during the effective period of this Contract, Contractor shall pay to City a monthly Administrative and Street Use Fee for the privilege of the use and occupancy of public streets and alleys of the City. Said Administrative and Street Use Fee shall be equal to fifteen percent (15%) of the Gross Revenues. Said Administrative and Street Use Fee shall be due and payable monthly no later than the 15th of the same month in which sales tax reports are due to be submitted to the state comptroller. Any monthly Administrative and Street Use Fee that is not paid by the required deadline shall draw interest at the rate of six percent (6%) per annum each day until paid. In addition, the City may, by ordinance, impose a penalty of up to five percent (5%) of the amount due, for the failure to pay the Administrative and Street Use Fee imposed by this section by the required deadline and another penalty of up to five percent (5%) of the amount due for the failure to pay said Administrative and Street Use Fee on or before the 60th day after the Contractor has billed Contractor's Customers for the Gross Revenues in question. Contractor shall keep records of all receipts that constitute Gross Revenues and of all Gross Revenues. At least once per year, on or before December 31 of said year, Contractor shall file with the City of Gilmer a complete, accurate and verified statement listing each and every type of revenue included in Contractor's calculation of Gross Revenues for each month during the 12-consecutive-month period immediately preceding October 1 of said year.

16.00 REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected and reported missed pickups or service calls.

17.00 TERM

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five (5) year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract. Renewal options will be negotiated.

18.00 RENUMERATION

Contractor shall quote a rate for service per household per month. The City shall bill the residential units. Contractor shall quote rates for commercial and industrial services in compliance with the rates set forth in the contract. City shall bill commercial and industrial customers directly if customers have account with the City of Gilmer; otherwise, they will be billed directly from the contractor.

19.00 LICENSE AND TAXES

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

20.00 INDEMNITY

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

21.00 BOND

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

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$200,000 for a term of five (5) years and for length of any contract extensions.

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

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

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

22.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the Request for Bids. In the assignment, the assignee shall assume the liability of the Contractor.

23.00 FEE FOR CONTRACT

The city will require the contractor to pay a 1 time fee of \$50,000. The fee is payable before the contract begins. The fee is for the initial five (5) years of the contract and the one (1) extension.

24.00 BOOKS AND RECORDS

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

25.00 TERMINATION FOR CAUSE

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

The Contractor agrees to maintain a telephone on the same exchange as the City or a toll-free number through which it can be contacted and a fax number through which it can be contacted and shall have a responsible person in charge available by any of said means from 8:00 a.m. until 5:00 p.m. during Contractor's regular working days. Contractor further agrees to maintain an annual listing in the Gilmer telephone directory under the name placed by Contractor on Contractor's vehicles.

City and Contractor agree that the City Manager (or the person designated by the City Manager in writing) shall be the authority for the final disposition of any dispute between Contractor and a Customer.

If Contractor refuses to collect refuse from any customer, Contractor shall provide written notice to said customer and City of the reason for such refusal. Said notice shall be in writing and shall indicate the nature of the violation and the correction required in order that such refuse may then be collected at the next regular collection date. Said notice may be attached to the container or the front door of the residential unit, the commercial handload unit or the industrial unit or, alternatively, may be sent via certified mail. When City is notified by a customer that refuse has not been removed from said customer's residential unit, commercial handload unit or industrial unit, and where no notice of non-collection has been received by customer and no notice of a change in collection schedules has been published by Contractor or received by City, City shall investigate. If the City's investigation shows that Contractor has failed to collect refuse from said residential unit, commercial handload unit or industrial unit without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by the City Manager.

26.00 NOTICES

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

If to the City:

City of Gilmer
ATTN: City Secretary
P.O. Box 760
Gilmer, TX 75644

If to the Contractor:

ATTN: _____

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

27.00 FORCE MAJEURE

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

28.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract document shall be affect the validity or enforceability of any other provision or portion of any Contract document.

29.00 REGULAR SERVICE FOR CITY OWNED OR OPERATED FACILITIES

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste accumulated by the City at City owned, operated, or other City designated sites. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste as defined herein, the Contractor will provide those services to the City on a cost basis including disposing of dry sludge from sewer plant.

30.00 FINAL BID AND RATES

30.01 This request for bids does not necessarily represent the final contract to be signed with the selected vendor.

30.02 Contract is to begin on January 1, 2023.

SECTION II

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Applicable Environmental Laws – any and all applicable laws pertaining to health or safety, the disposal of waste or the protection of the environment (as they now exist or are hereafter enacted and/or amended), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time.
- 1.02 Bag – plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.
- 1.03 Base Rate – the applicable rate charged under the Contract for the 12-month period immediately preceding the 12-month period for which a new rate is being computed.
- 1.04 Bin – metal receptacle designed to be lifted and emptied mechanically for use only at commercial or industrial units.
- 1.05 Bulky Waste – any individual item or container of refuse that weighs in excess of 35 pounds or is greater than 3 feet in length.
- 1.06 Bundle – tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or thirty-five (35) pounds in weight to be placed on the curb.
- 1.07 City – corporate city limits of Gilmer, Texas and any and all annexed areas during contract.
- 1.08 City Manager – the City Manager of the City of Gilmer, Texas.
- 1.09 Commercial and Industrial Refuse – all waste generated by any producer at a commercial or industrial unit and industrial solid waste resulting from or incidental to any process of industry, or manufacturing, or mining or

agriculture operations at a commercial or industrial unit, excluding commercial handload refuse, hazardous waste and special waste.

- 1.10 Commercial/Industrial Unit – any premises, location or entity, public or private, within the corporate limits of the City that requires collection, transportation and/or disposal of Refuse and that is not a Residential Unit and not a commercial handload unit.
- 1.11 Construction Debris – waste building materials resulting from construction, remodeling, repair or demolition operations, excluding special waste.
- 1.12 Containerized Service – periodic collection, transportation and disposal of refuse from bins, not including roll-off service.
- 1.13 Contract – this Hauling Contract between the City of Gilmer, Texas, and chosen contractor.
- 1.14 Contractor – firm chosen by City Council for solid waste disposal.
- 1.15 CPI – the monthly indexes of the closest Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics (or by any successor agency of the United States that shall issue such indexes or data).
- 1.16 CPI1 – the average of the monthly CPI for the twelve (12) consecutive calendar months ending on April 1 of the year immediately preceding the year in which a rate adjustment based on CPI will take effect.
- 1.17 CPI2 – the average of the monthly CPI for the twelve (12) consecutive calendar months ending on April 1 of the year in which a rate adjustment based on CPI will take effect.
- 1.18 Curbside – that portion of right-of-way adjacent to paved or traveled roadways. Any item to be placed "curbside" shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, such items shall be placed as close as practicable to an access point for the collection vehicle.
- 1.19 Customer – any person or entity from or on behalf of which Contractor receives payment in exchange for the collection, transportation or disposal of Refuse or other waste within the corporate limits of City.
- 1.20 Dead Animals – animals or portions thereof greater than ten (10) pounds in weight that have expired from any cause, except those killed for human use.

- 1.21 Disposal Site – a site at which any of the refuse or other waste collected under the terms of this Contract or within the corporate limits of the City is processed or finally deposited or disposed of, including but not limited to any recycling center, sanitary landfill, transfer station, incinerator, and/or waste processing/separation center.
- 1.22 Effective Date – the date on which this Contract is executed by the last of the parties to execute this Contract.
- 1.23 Event of Default – any one or more of the following will be considered an event of default under this Contract:
- (A) Contractor fails to perform Contractor's duties and obligations as defined by this Contract or in any way fails to comply with any of the terms or provisions of this Contract;
 - (B) The quantity and/or quality of the services provided by Contractor under this Contract becomes such that a public health risk is evident;
 - (C) Contractor is unresponsive to City or customer complaints; or
 - (D) Contractor fails to comply with any Applicable Environmental Laws, State laws, Federal laws or City ordinances.
- 1.24 Gross Revenues – amounts that are charged and/or received, directly or indirectly, by Contractor from or in connection with the collection, transportation and/or disposal of any and all waste within the corporate limits of the City, other than refuse collected from a residential unit or commercial handload unit. The term shall not include sales taxes collected by Contractor.
- 1.25 Handicapped Household – a residential unit where all occupants are physically disabled and incapable as a result of the disability of transporting their refuse and other waste to curbside. Written certification from a licensed medical doctor or osteopathic physician that the occupants of a residential unit are physically incapable of transporting their waste to curbside must be accepted by Contractor as proof that the residence is a handicapped household. In addition the Contractor shall accept written certification from the City Manager or the City Manager's designee that the occupants of a residential unit are physically incapable of transporting their waste to curbside as proof that the residence is a handicapped household. Contractor is not precluded, however, from determining that a residential unit is a handicapped household even if there is no such written certification for said residential unit.

- 1.26 Handload Commercial Refuse – all waste generated by any producer at a handload commercial unit and industrial solid waste resulting from or incidental to any process of industry, or manufacturing, or mining or agriculture operations at a handload commercial unit, excluding bulky waste, hazardous waste and special waste.
- 1.27 Handload Commercial Unit – any premises, location or entity, public or private, within the corporate limits of the City that requires collection, transportation and/or disposal of less than 2 cubic yards of Refuse per week.
- 1.28 Houseside – adjacent to or near to any door, garage door or other portion of a house if the door, garage door or other house portion is accessible to Contractor for purposes of collection of refuse.
- 1.30 Landfill – a landfill or transfer site, licensed by the TCEQ.
- 1.31 Parties – both City and Contractor, collectively.
- 1.32 Party – either City or Contractor, individually.
- 1.33 Performance Date – to be determined when the Sanitation Contract is executed
- 1.34 Probationary Period – the three consecutive calendar months beginning on the first day of the first calendar month immediately following the calendar month in which written notice of exceedence was given to Contractor by City under the Contract.
- 1.35 Refuse – this term shall refer to any solid waste, except that the term excludes dead animals, hazardous waste and special waste, unless the context otherwise requires.
- 1.36 Residential Refuse – all refuse, except bulky waste, from any residential unit.
- 1.37 Residential Unit – a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. In a condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwellings within any such residential unit, each single-family dwelling shall be billed separately as a residential unit.

- 1.38 Roll-off Service – periodic collection, transportation and disposal of refuse from bins capable of containing twenty (20) cubic yards or more of refuse.
- 1.39 Special Waste – Any solid waste or combination of solid wastes that, because of its physical characteristics, chemical characteristics or biological properties, is physically incapable of being transported in trucks built for the transportation of standard municipal waste or is required by law to be handled or disposed of in a manner that precludes the use of such trucks or the deposition of said waste in the landfill. The term shall not include solid waste or a combination of solid wastes that is prohibited by law from being deposited in the landfill only because the deposition of said solid waste or combination of solid wastes would cause the total amount of solid waste in the Landfill to exceed the amount allowed by law or because the total amount of solid waste in the landfill already exceeds the amount allowed by law.
- 1.40 Administrative and Street Use Fee – the Contractor shall pay to the city, as an administrative and street use fee, fifteen percent (15%) of the contractor's monthly gross billing to the City. This Administrative and Street Use Fee shall be included in any and all proposed rates.

2.00 COLLECTION OPERATION

- 2.01 Remedy: To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, and the acceptable fulfillment of this Agreement on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Agreement and his reasonable findings and conclusions shall be final and binding on both parties. If at any time during the term of this Agreement performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools, or equipment as needed to properly perform the Agreement. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement. Contractor and City agree that the City Manager will be the final authority for the approval of charges for any service not contemplated by this Agreement and for the disposition of any dispute regarding performance between the City, Contractor, and any customer.
- 2.02 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this contract. Collection of garbage

shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City nor while in route to the disposal site.

Due to residential street size variations in the City, the Contractor will need to provide single axle trucks with a gross weight limit of 26,000 lbs. empty or 40,000 lbs. loaded that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities. Damage caused by collection equipment shall promptly be repaired or replaced at the Contractor's expense.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number. No advertising, company logo excepted, shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in neat and sanitary condition. Vendor will train drivers to protect Gilmer streets and not make sudden breaking stops that will damage street surfaces.

- 2.03 Disposal Site: Any transfer or landfill site must be acceptable and qualified under the TCEQ guidelines.
- 2.04 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. A fork, push broom and a scoop-type shove shall be maintained on each truck for clean-up activity. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the designated contact of the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer's container has been emptied. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial

container with a larger capacity, and the Contractor shall be compensated for such additional services.

2.05 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

2.06 Protection from Scattering: Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1-1.2"), or tarpaulin, or fully enclosed metal top, to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

ANNEX A **Bid Price Sheet**

Residential: \$ _____ curbside service 1x/week (15 bag limit)
 \$ _____ curbside service 2x/week (10 bag limit)

Commercial Containerized:

Size	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk	Extra
2 YD						
3 YD						
4 YD						
6 YD						
8 YD						

Commercial Handload:

# of Bags	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk
1 or 2					
3 or 4					
5 or 6					
7 or 8					

Industrial:

Size	Rental	Per Haul
10 YD Open		
20 YD Open		
30 YD Open		
40 YD Open		
28 YD Compact		
42 YD Compact		

Provide minimum 20 yard roll-off container for sludge at City Wastewater Plants.

20 Yard \$_____ per dump \$_____ Container rental

30 Yard \$_____ per dump \$_____ Container rental

Disposal of demolished houses by City or City contractor:

\$_____/per house

Pickup for all City owned buildings, included but not limited to, City Hall & Annex, Police Department, Fire Station, Civic Center, all City parks, sewer treatment plant, and airport above 10,000 cubic yard limit.

\$_____

Yearly percent rate increase on contract anniversary date:

2024 ____

2025 ____

2026 ____

2027 ____

2028 ____

The City shall have the right to change the type of service at any time for any reason with six (6) months written notice to the vendor. The vendor will have to provide in writing any cost variation from the original contract.

Company: _____

Signature of Authorized Agent: _____



**Addendum to
Solid Waste Services
For the City of Gilmer
Request for sealed bids**

Breakdown of Waste Deposited by City

30 yard roll offs – 50 pulls non-compacted (1,500 cubic yards).

Compacted Waste

4 yd dumpster at Police Department – 2 times a week

2 yd dumpster at Fire Department – 2 times a week

8 yd dumpster at Civic Center – 2 times a week

4 yd dumpster at City Hall – 2 times a week

Two 4 yd dumpsters & one 8 yd dumpster at Yamboree Grounds – 5 times a week

4 yd dumpster at Airport – 2 times a week

4 yd dumpster at Lake boat ramp – 2 times a week

Added dumpsters for special occasions

(Yamboree, Cherokee Rose Festival, Air Shows and other special occasions)



**Addendum #2 to
Solid Waste Services
For the City of Gilmer
Request for sealed bids**

Clarification of page 12

Section 21.01 Performance Bond

This section requires a performance bond for a term of five years and for any length of contract extensions.

Be advised that a one year performance bond, renewable annually is acceptable.