



REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

DUE: September 3, 2019

CITY OF WINNSBORO REQUEST FOR PROPOSALS

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

2:00 PM September 3, 2019

REQUIRED PRE-PROPOSAL CONFERENCE

The City of Winnsboro will have a required pre-proposal conference at **10:00 AM on June 24, 2019** at City of Winnsboro City Hall, 501 S. Main Street, Winnsboro, Texas 75494.

Please reference "CITY OF WINNSBORO RFP FOR SOLID WASTE AND RECYCLING SERVICES," in all correspondence pertaining to this RFP. All proposals shall be to the attention of the City Finance Director.

The City of Winnsboro appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Sealed proposals, subject to the terms and conditions of this Request for Proposals, received by City Finance Director by the deadline shown will be opened at the deadline and Proposers names will be publicly read. Proposal opening is scheduled to be held at Winnsboro City Hall, 501 S. Main Street, Winnsboro, Texas 75494. You are invited to attend.

To obtain results please contact the Finance Director, Dana Bundick 903-342-3654.

INSTRUCTIONS/TERMS OF CONTRACT

CITY OF WINNSBORO RFP FOR SOLID WASTE AND RECYCLING SERVICES

Sealed proposals will be received for:

SOLID WASTE AND RECYCLING SERVICES

TO PROVIDE for an Agreement commencing **November 1, 2019** and continuing for a five (5) year period. The City of Winnsboro reserves the right to extend this Agreement for one additional five (5) year period as it deems to be in the best interest of the City of Winnsboro.

IT IS UNDERSTOOD that the City of Winnsboro, Texas, reserves the right to reject any/or all proposals for any/or all products and/or services covered in this RFP and 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 of Winnsboro.

PROPOSALS MUST BE submitted on the forms included for that purpose in this packet. Each proposal must be placed in a separate sealed envelope, with the letter of intent and the forms manually signed by a person having the authority to bind the firm in an Agreement, and marked clearly on the outside as shown below. Facsimile transmittals shall not be accepted.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted no later than **2:00 PM, September 3, 2019**, to the address as follows:

City of Winnsboro
Finance Director
Winnsboro City Hall
501 S. Main Street
Winnsboro, TX 75494

MARK ENVELOPE: "CITY OF WINNSBORORFP FOR SOLID WASTE AND RECYCLING SERVICES".

ALL PROPOSALS MUST BE RECEIVED AT CITY OF WINNSBORO CITY HALL BEFORE THE DUE DATE AND TIME.

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Winnsboro acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Winnsboro sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact the City of Winnsboro at 903-342-3654.

UNAUTHORIZED COMMUNICATIONS: From the release of this RFP through the City Council award of an Agreement, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than as herein provided is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and nonbinding with regard to this RFP.

LATE PROPOSALS: Proposals received after submission deadline of **2:00 PM on September 3, 2019** will be considered void and unacceptable. The City of Winnsboro is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Finance Director shall be the official time of receipt.

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

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.

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

AGREEMENT AWARD: The City also reserves the right to not award the services.

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

DELIVERY: All delivery and freight charges are to be included in the proposed price.

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

DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Winnsboro 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.

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 Winnsboro. Any communication with the City of Winnsboro City Council during the request for proposal process may result in rejection of the proposal.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Request for Proposals will be considered for award. Proposers taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. In the absence of such, a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the Specifications of the Request for Proposals. The City of Winnsboro reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposals will be made by addenda. Sole issuing authority of addenda shall belong to the City of Winnsboro. Addenda will be mailed to all who are known to have received a copy of this Request for Proposals. Proposers shall acknowledge receipt of all addenda on the outside of the proposal envelope and in the proposal.

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

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. If a proposal does not meet the minimum standards, proposal will not be included in the evaluation. A prospective Proposer must meet the following requirements:

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

5. Be otherwise qualified and eligible to receive an award.

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

WAGES: Successful Proposer shall pay or cause to be paid, without cost or expense to the City of Winnsboro, 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 Winnsboro shall conclusively be 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 Winnsboro, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

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

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

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

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

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

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

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

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

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 Agreement.

ANY QUESTIONS concerning this RFP must be directed to the Finance Director, Dana Bundick, in writing at dbundick@winnsborotexas.com with subject "Questions re: City of Winnsboro RFP for Solid Waste and Recycling Services" before August 1, 2019.

SECTION 1:

INSTRUCTIONS TO SERVICE PROVIDERS

1. SCOPE OF WORK

The Service Provider shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has 1,258 residential customers billed and collected by the City, and 316 commercial accounts billed and collected by the Service Provider (a current matrix of the quantity and frequency of current services is provided in Exhibit A). The residential waste is currently collected twice a week with brush/bulk pickup. The city currently does not have recycling. The commercial waste is collected as required by the customer.

2. PREPARATION OF THE PROPOSAL

A required pre-bid conference will be held at **10:00 AM on June 24, 2019** in the City Hall Council Chambers, 501 S. Main Street, Winnsboro, Texas.

Proposals will be accepted by the City until **2:00 PM on September 3, 2019**, at which time all Bids duly received will be publicly opened and read aloud.

Only the services listed in this Request for Proposal and included in addenda will be considered.

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

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

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to franchise or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Service Provider. One rate will be then established for the Customer, which includes the Base Bid, Franchise Fee and/or Billing Fee.

One (1) complete copy of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Service Provider, his address, and plainly marked "City of Winnsboro Solid Waste and Recycling". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider all Proposals submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals and have the right to re-advertise.

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

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

3. SECURITY

Each proposal must be accompanied by a bid bond of the Service Provider in an amount equal to Five Percent (5%) of the total annual bid amount as a guarantee on the part of the Service Provider that will, if called upon to do so, accept and enter into a contract on such form as mutually agreed upon by the City and the selected Service Provider. The Contract shall address all the material provisions of the proposal and response thereto, the work to be performed by such Proposal, the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Bid bonds will be returned promptly after the City and the selected Service Provider have executed the Contract, or, if no Service Provider's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Service Provider at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event they have been selected as the successful Service Provider. 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 Service Provider will be required to furnish a Performance Bond as security for the faithful performance of this Contract (see Section 6. SECURITY FOR FAITHFUL PERFORMANCE).

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

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

4. EVIDENCE OF INSURANCE

With the exception of Workers' Compensation, all policies shall be endorsed to include the City, its officers and employees as additional insured's, and all policies, including Workers' Compensation, shall be endorsed to include a waiver of subrogation for the City, its officers and employees. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage. All policies shall be endorsed to provide the City a sixty (60) day notice of cancellation.

The Service Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to properties, which may arise from or in conjunction with the performance of the work hereunder by the Service provider, his agents, representatives, employees or subservice Providers. The cost of such insurance shall be borne by the Service Provider and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent, and shall: (1) set forth all endorsements and insurance coverage according to the requirements and constructions contained herein; (2) specifically set forth the notice of cancellation or termination provisions the City .

Upon request, the Service Provider shall furnish the City with copies of all Certificates of Insurance. Required limits may be satisfied by any combination of primary and umbrella liability insurances. Service Provider may maintain reasonable and customary deductibles, subject to the approval of the City. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence	Aggregate
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Liability	\$1,000,000	\$3,000,000
Property Damage Liability	\$1,000,000	\$3,000,000
Comprehensive Auto Liability- Bodily Injury	\$1,000,000	\$3,000,000
Comprehensive Auto Liability- Property Damage	\$1,000,000	\$3,000,000

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City has mailed formal notice of award to the Service Provider by mail.

The Service Provider to whom the Contract will be awarded shall be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Service Provider 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, Service Provider will be considered to have abandoned all his rights

and interests in the award, the Service Provider's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Service Provider or the work re-advertised for Proposals as the City may elect. Such forfeited security shall be the remedy of the City.

6. SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Service Provider. 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 Service Provider 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 One Hundred Percent (100%) of the annual contract amount for a term of five (5) years.

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

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

7. 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.

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

9. CONDITIONS

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

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

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

Except with respect to events or conditions, which are not discoverable, the Service Provider 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 Service Provider's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Service Provider shall be requested of the City in writing, via certified mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via certified mail. A copy of this Addendum will be forwarded to each Service Provider. Every request for such explanation shall be in writing addressed to Jondra Latham, City of Winnsboro, 501 S. Main Street, Winnsboro, Texas 75494. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

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

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Service Providers (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of Proposals.

11. NAMES, ADDRESS, AND LEGAL STATUS OF THE SERVICE PROVIDER

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

The place of residence of each Service Provider, 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 Service Provider is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

12. COMPETENCY OF SERVICE PROVIDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Service Provider as a qualified, responsible Service Provider. The City reserves the right to determine the competence

and responsibility of a Service Provider from its knowledge of the Service Provider's qualifications and from other sources.

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

- (a) An itemized list of the Service Provider's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Service Provider (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Service Provider is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Service Provider is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the City , that Service Provider has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

13. QUALIFICATIONS OF SERVICE PROVIDER

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

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

The Service Provider may satisfy any or all of the experience and qualifications requirements of this

Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

14. DISQUALIFICATION OF SERVICE PROVIDERS

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 Service Provider and the rejection of his Proposal:

- (a) Evidence of collusion among Service Providers.
- (b) Lack of competency as availed by financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous City contract for failure to perform.
- (e) Evidence that Service Provider has been fined for failure to perform on any contract within the State of Texas.

15. BASIS AND AWARD OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Cost and professional competence are the primary criteria in selecting the most responsible Service Provider. Proposals will also be compared based on equal importance of the following criteria:

- 1) Service Levels
- 2) Performance
- 3) Miscellaneous Item Cost

The City intends the Contract be awarded within forty-five (45) days following the date Proposals are publicly opened and read.

16. QUANTITIES

The current quantities for the number of Residential, Commercial, and Industrial Units are strictly estimates. It is the responsibility of the Service Provider to survey the City for use in preparing the proposal. The Service Provider may wish to utilize his own or other estimates and to provide for growth or shrinkage factors.

17. PROPOSAL ACCEPTANCE

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

18. COST CALCULATION

The cost of service shall be determined using the following methodology:

Residential:

(A) Solid Waste Number of actual Households Regular Collections times rate per home = _____

Number: _____ x _____ (Monthly Cost)

Commercial: (D) Number of Commercial Hand Collect Customers times rate per actual service in the City (once per week at each account) = _____

Number: _____ x _____ (Monthly Cost)

(B) Commercial Dumpster Service Cost:

to be determined using Chart (matrix) below _____

Total cost from each Proposer to be determined as the sum of (A) + (B)

TOTAL COST: \$ _____

Commercial Dumpster Cost Tabulation:

Size Dumpster	Frequency	Actual Quantity	X	Bid Rate(\$)	Extension
3 Yard					
3 Yard					
4 Yard					
4 Yard					
4 Yard					
6 Yard					
6 Yard					
6 Yard					
6 Yard					
6 Yard					
6 Yard					
8 Yard					
8 Yard					
8 Yard					
8 Yard					
8 Yard					
8 Yard					

Total Proposal Rate for Commercial Dumpster Collection (B): \$ _____

19. COMPLIANCE WITH LAWS

Service Provider, its officers, agents, employees, Service Providers, 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 Service Provider to any such violations on the part of the Service Provider, its officers, agents, employees, contractors, or subcontractors, then Service Provider shall immediately desist from and correct such violation.

20. DISCRIMINATION PROHIBITED

Service Provider, 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 Service Provider must be an equal opportunity employer.

21. CURBSIDE RECYCLING CONTAINERS

The Service Provider shall be responsible for transporting the Recyclable Materials to a recycling facility which has established buyers or markets for the Recyclable Materials. The Service Provider is entitled to all revenues and profits derived from Recyclable Materials. In the event any recycling facility refuses to accept a delivery of Recyclable Materials due to non-conforming materials or other similar reason, the Service Provider shall dispose of the rejected materials at a landfill of its choosing.

22. MATERIAL

Recyclable materials shall mean newspapers, magazines, mail, paper, telephone books, cardboard, glass bottles and jars (no mirrors, windows, ceramics or other glass products), metal cans (beverage, food, beer and soft drink cans composed of tin, steel or aluminum), and plastics, H.D.P.E. (high density polyethylene) and P.E.T. (polyethylene terephthalate) bottles, including two and three-liter soft drink bottles and milk and water containers.

The Service Provider shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

23. REPORTING REQUIREMENTS

The Service Provider shall provide the City with quarterly reports within two (2) weeks of the end of each quarter. Reports shall include tonnage of materials collected; number of commercial accounts showing type of containers and number of times collected per month; number of complaints taken and the date and time complaints were resolved. Reporting Requirements also include statistics on the recycling program including, but not limited to, percent of community recycling and amounts collected, total tonnage of municipal solid waste collected and tonnage of Recyclable Materials collected. Penalties will be assessed by the City for failure to comply with the reporting requirements in the amount of

\$50.00 per day until the required report is received.

24. 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 Service Provider elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

25. REMUNERATION

Service Provider shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Service Provider on a monthly basis; such remittance to be received by Service Provider by the 15th of the month following the month service was rendered. Service Provider shall be entitled to payment for all services rendered.

Service Provider shall quote rates for commercial and industrial services in compliance with the rates set forth in the franchise. Service Provider shall bill commercial and industrial customers directly.

The rates and fees provided for in Exhibit "A" may be adjusted pursuant to the Agreement on the anniversary date of this Agreement and annually thereafter, not more often than once per year.

Any rate adjustment provided for in the Agreement requires prior City Council approval. At least forty-five (45) days prior to the proposed effective date, the Service Provider shall submit to the City written notification of the request for a CPI-U or Operating Cost Rate Adjustment. The City shall review the request within thirty (30) days of receipt from the Service Provider. The City shall not unreasonably withhold, condition or delay its consent to any rate adjustment requested pursuant to the Agreement.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider may request an increase or decrease in the rates set forth in the Agreement (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under the Agreement. The amount of the increase or decrease under the Agreement, shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in the Agreement., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments on the basis of material or unusual changes in its cost of operations, including the cost of diesel fuel, not otherwise the basis of any other rate adjustments herein and any additional fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income). At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

26. STORM DEBRIS MANAGEMENT PROGRAM

In the event of a major storm (not Disaster event, as defined in Section II, 1.14), Service Provider will provide at the City 's request assistance to Winnsboro residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc., without having to schedule a special estimate by Service Provider. Service Provider will provide this service to Winnsboro residents at a rate per Cubic Yard.

SECTION II:

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

The following terms, as used herein, will be defined as follows:

1.01 Bags - Plastic sacks designed to store Municipal Solid Waste with sufficient strength to maintain physical integrity when lifted by the top. Total weight of Bag and its contents shall not exceed fifty (50) pounds.

1.02 Base Rate - The total approved solid waste collection and disposal rates for residential and commercial/industrial customers, excluding sales taxes, franchise fees and recycling fees.

1.03 Brush - Plants or grass clippings, leaves or tree trimmings. Loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than fifty (50) pounds.

1.04 Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, appliances, water tanks, chairs, couches, and bundled tree trimmings or stable matter with weights or volumes greater than those allowed for containers.

1.05 Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, plant or grass clippings, newspapers and tree trimmings.

1.06 Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

1.07 Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

1.08 Commercial Hand Load Unit - Any non-manufacturing commercial facility that generates and accumulates a maximum of one (1) cubic yard or less per collection Municipal Solid waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

1.09 Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste or Municipal Solid Waste.

1.10 Consumer Price Index - (CPI-U-DFW) The revised Consumer Price Index for the Dallas/Fort Worth Metropolitan Area, 12-month average for all items as published by the United States Department of Labor, Bureau of Labor Statistics, Region 6. In the event the U.S. Department of Labor Statistics ceases to publish

the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

1.11 Container - Any receptacle constructed of plastic, metal, or fiberglass which (i) is designed to hold at least twenty (20) gallons of Municipal Solid Waste, (ii) has handles of sufficient strength for lifting, (iii) has a tight fitting lid, (iv) has a mouth with a diameter at least equal to the diameter of its base, and (v) together with its contents, has a weight no greater than fifty (50) pounds.

1.12 Customer - An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Municipal Solid Waste.

1.13 Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.14 Disaster - A sudden and grave occurrence causing destruction or damage to property for which a state of emergency is declared by the City under its Emergency Management Plan. Disaster shall include both natural and man-made disasters, including but not limited to windstorms, severe ice storms, lightning strikes, tornados, hurricanes, flooding, hail, earthquakes, fires, plane crashes, riots, and explosions.

1.15 Dumpster - A metal receptacle designed to be lifted and emptied mechanically for use at Commercial Units and equipped with a fitted lid.

1.16 Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Administrator and agreed to by Service Provider.

1.17 Hazardous Waste - Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

1.18 Holidays- The following days:

(1) New Year's Day (January 1st)

(2) Memorial Day

(3) Independence Day (July 4th)

(4) Labor Day

(5) Thanksgiving Day

(6) Christmas Day (December 25th).

1.19 Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

1.20 Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the State of Texas Commission on Environmental Quality ("TCEQ"), or the appropriate governing agency for landfills located outside the State of Texas.

1.21 Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

1.22 Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

1.23 Polycart - A rubber or plastic wheeled receptacle with a maximum capacity of ninety-five (95) gallons, constructed of plastic, designed for automated or semi-automated solid waste collection systems, having a tight fitting lid capable of preventing entrance into the container by small animals. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by the Service Provider.

1.25 Recyclable Materials - Recyclable materials shall mean newspapers, magazines, mail, paper, telephone books, cardboard, glass bottles and jars (no mirrors, windows, ceramics or other glass products), metal cans (beverage, food, beer and soft drink cans composed of tin, steel or aluminum), and plastics, H.D.P.E. (high density polyethylene) and P.E.T. (polyethylene terephthalate) bottles, including two and three-liter soft drink bottles and milk and water containers.

1.26 Recycling Cart - A container provided by the Service Provider for the collection of Recyclable Materials that has up to a maximum capacity of ninety-five (95) gallons, is constructed of plastic with rubber or plastic wheels, is designed for automated or semi-automated solid waste collection systems, and has a tight fitting lid capable of preventing entrance into the container by small animals.

1.27 Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single family dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit.

1.28 Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

1.29 Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

1.30 Solid Waste - Waste resulting from or incidental to municipal, community, commercial, institutional,

manufacturing, mining, agricultural or recreational activities, which consists of (i) putrescible solid waste, such as vegetable materials, produce and other food products resulting from the handling, preparation, cooking, consumption and sale of such items from facilities such as markets and storage facilities, and (ii) non-putrescible, solid waste (excluding ashes), consisting of both combustible and non-combustible materials (combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves or similar materials which burn at normal incinerator temperatures (i.e. temperatures not exceeding 400 degrees Centigrade); noncombustible rubbish includes glass, crockery, tin or aluminum cans, metal furniture and other similar waste materials that will not burn at normal incinerator temperatures (i.e. temperatures not exceeding 400 degrees Centigrade).

1.31 Take-All Service - Collection of all items placed on the curb as long as the items are containerized in a Container, a Bag, or a Polycart. Construction materials from repairs and remodeling along with Brush and limbs must be containerized or tied in bundles not to exceed fifty (50) pounds in weight or four (4) foot in length. Bulky Items, when placed on the curb, will be picked up on normal collection days. Stockade type fence panels must be cut into four (4) foot sections or smaller and loose pickets or slats must be tied and bundled.

1.32 White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a heater, hot water heater, refrigerator, sink or washer and dryer.

2.00 TYPES OF COLLECTION

Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Dumpsters by those Commercial or Industrial Units or placed on the curb by Residential Units, provided such Municipal Solid Waste is containerized in Container, Bag, or Polycart, receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City 's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

2.01. Residential Services

The Service Provider will submit cost information for **five options** related to Residential Services:

1. The Service Provider will provide curbside collection service for the collection of Municipal Solid Waste to each Residential Unit two (2x) times per week.
2. The Service Provider will provide collection of Municipal Solid Waste to each Residential Unit once (1) weekly.
3. The Service Provider will provide curbside collection service for the collection of Municipal Solid Waste to each Residential Unit two (2x) time per week and curbside collection for Recyclable Material one (1) time biweekly.
4. The Service Provider will provide curbside collection service for the collection of Municipal Solid Waste to each Residential Unit two (2x) time per week and curbside collection for Recyclable

Material once (1) weekly.

5. The Service Provider will provide curbside collection service for the collection of Municipal Solid Waste to each Residential Unit once (1) weekly and curbside collection for Recyclable Material once (1) weekly.

2.02 Commercial/Industrial Services

For Commercial/Industrial Solid Waste collection, other than Residential Units, Service Provider shall provide a Dumpster and/or Polycart collection service for the collection of Commercial and Industrial Solid Waste to Commercial and Industrial Units according to individual collection schedules agreed upon by the Service Provider and the Commercial/Industrial Unit. Service Provider shall notify the City of the terms of such agreement.

2.03 Bulky Items and Bundles

Pre-Arranged Collections. On the designated regular collection days each week, the Service Provider will collect Brush and Bulky Items and Bundles from Single-Family Residential Units; provided, that the Brush and Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 AM on the scheduled collection day, (B) are reasonably contained, (C) do not exceed four (4) feet in length and (D) do not exceed three (3) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Brush and Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 7. A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

Negotiated Collections. It is understood and agreed that the service provided under Section 7. A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Services. The billing and collection of fees for such services shall be conducted directly between Customer and Service Provider.

2.04 Special Collections and Services

Municipal Locations. The Service Provider will provide, at no cost to the City, solid waste collection and management services for the following City facilities:

FACILITY NAME	LOCATION	SIZE OF DUMPSTER	PICKUP
City Park	Wheeler Drive	3 x 8 yard	2xweek
Maintenance Shop	N. Main Street	1x 6 yard	1xweek
Water Treatment/Utility Shop	Apple Street	1x6 yard	1xweek
Waste Water Treatment Plant		1x6 yard 30 yard Roll-off (sludge)	1xweek As needed

City Hall	S. Main Street	2x8 yard	2x weekly

The Service Provider will provide, at no cost to the City, three Recycling Carts for the City's use to be collected by the Service Provider once biweekly. The City reserves the right to make changes/additions to the level of service included herein.

Special Events. In addition, the Service Provider will provide, at no cost to the City two (2) REL vehicles with drivers and up to six (6) Roll-Off containers and industrial driver for a six-hour period of time once each year for the City's annual clean-up event; provided that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required. Additional containers and hauls will be provided at prevailing rates outlined in the Agreement. The designated collection day for the City's annual clean-up event should fall on Saturday.

Storm Event. The Service Provider will collect certain excess Municipal Solid Waste from Single- Family Residential, Commercial and Multi-Family Residential Units resulting from a storm event (not a Disaster event as defined in Section II, 1.14). In the event of a major storm or other natural disaster beyond the City's control, the Service Provider will provide at the City's request assistance to Winnsboro residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc., without having to schedule a special estimate by the Service Provider. Service Provider- will provide this service to Winnsboro residents at a rate set forth in Section III (per cubic yard).

Disaster. The Service Provider will collect certain excess Municipal Solid Waste from Single- Family Residential, Commercial and Multi-Family Residential Units resulting from disasters (as defined in Section II, 1.14). In the event of a major storm or other natural disaster beyond the City's control, the Service Provider will provide at the City's request assistance to the City of Winnsboro in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc. without having to schedule a special estimate by the Service Provider. Service Provider will provide this service to the City at a rate set forth in Section III (hourly rate per equipment piece) plus disposal for the following services: Containers, Boom/Claw Trucks (Grapple Truck), Roll Off Trucks and Rear Loaders.

Christmas Trees. At a minimum, for the two weeks following Christmas each year, the City shall provide a specific site within the City for the deposit of unadorned Christmas trees by residential customers. The Service Provider shall provide a chipper at such location at no cost for the purpose of chipping the Christmas trees. The Service Provider shall be allowed one week to chip the trees. The chips can be made available to residents if so desired by the City. The City will consider other proposals for the disposal of Christmas trees such as the Service Provider providing a pick-up service for the trees consisting of, but not limited to unadorned Christmas Trees.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 AM to 7:00 PM, Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement. The Service Provider shall be

responsible for providing make-up collection for collection that occurs on specified holidays. Make-up days shall normally be the next collection day following the holiday or as mutually agreed.

3.02 Hours of Disposal: Service Provider shall dispose of waste within the operating hours of disposal site.

3.03 Routes of Collection: Collection routes shall be established by the Service Provider as approved by the City. The City shall be provided route collection maps and container locations.

3.04 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Service Provider shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Service Provider is provided by 2:00 PM but not later than 12:00 PM the next business day if notification is provided after 2:00PM

3.05 Collection-Equipment: Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be either the sealed packer-type trucks or Roll-Off containers and shall be protected at all times while in transit to prevent the leaking, blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City 's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. No advertising shall be permitted on vehicles. All motor vehicles used in the recycling program shall be clearly marked as a recycling vehicle. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

3.06 Disposal: The Service Provider shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the USEPA.

3.07 Spillage: It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any Municipal Solid Waste in excess of the Take-All Service provisions of this Agreement or placed outside of the Dumpsters by any Residential, Commercial, or Industrial Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential, Commercial, or Industrial Unit instructing the owner or occupant to properly contain such Municipal Solid Waste. Should Municipal Solid Waste in excess of the Take-All Service provisions of this Agreement continue or excess Municipal Solid Waste continues to be placed outside of Dumpsters, the City shall require the Residential, Commercial, or Industrial Unit to increase the frequency of collection of such Municipal Solid Waste, or require the Residential, Commercial, or Industrial Unit to utilize more Polycarts. Containers, Bags, or a Dumpster with sufficient capacity so that the excess Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in the Agreement, and shall be entitled to receive an extra collection charge for each additional Polycart or Dumpster requiring an extra collection.

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

Service Provider shall clean up, collect or dispose of any loose or spilled Municipal Waste caused by the Service Provider's rendering of the Services outlined herein.

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

4.00 LICENSE AND TAXES

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

5.00 INDEMNITY

The City will not be responsible for the negligence of the Service Provider, or any of its agents or employees, or customers. The Service Provider assumes all risks of loss or injury to property or persons arising from its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, servants and citizens from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

6.00 SOLE REMEDY

The City's sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond.

7.00 TRANSFERABILITY OF AGREEMENT

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

8.00 OWNERSHIP

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

9.00 PROCESSING, BILLING AND FEES

9.01 Monthly Statement. On a monthly basis, the City agrees to bill and collect the fee classes identified in Section 9 hereto from all Residential and Commercial Municipal Solid Waste Collection customers within the City's corporate limits. Additionally, the City shall provide to the Service Provider a monthly house count.

Each month the Service Provider will send the City an accurate Invoice setting forth the number of units and amounts billed for services provided during the immediately preceding month. Within 30 days of receipt of the Invoice, the City will remit to the Service Provider an amount equal to the amount due to the Service Provider as set forth in the Invoice, LESS the Franchise Fee applicable to such services. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein from Residential Units.

With the monthly Invoice, the Service Provider will provide to the City a listing of any changes to Commercial services that occurred during that month.

For Industrial Collection and Negotiated Collection Customers that the Service Provider contracts with directly, the Service Provider will remit a 10% Franchise Fee Credit to the City on each monthly Invoice. The invoice will include the name of the Customer, the type of service provided and rate charged.

9.02 Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial Hand Load or Residential Units.

10.00 BOOKS AND RECORDS

The City and the Service Provider 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 Agreement. Such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

11.00 TERMINATION

Any failure by the Service Provider or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from an authorized representative of the City, constitute grounds for

forfeiture and immediate termination of all the Service Provider's rights under this Agreement, and all such rights shall become null and void.

12.00 NOTICES

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

If to the City, at:

City of Winnsboro

501 S. Main Street

Winnsboro, Texas 75494

ATTN: City Administrator

If to the Service Provider at:

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

13.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Service Provider 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 Service Provider. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied.

14.00 SEVERABILITY

In the event that any term or provision, or portion thereof, of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION III:

SERVICE PROVIDER'S PROPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING

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

BASE BID – RESIDENTIAL

- A. Residential Collection (includes recycling and brush/bulky) \$ _____ Per Month
- B. Brush/Bulky Collection Above 3CY on normal collection days \$ _____ Per CY
- C. Handicapped Residential Service \$ _____ Per Month

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 95 Gallon Polycart

Collection Cost: Twice Per Week (includes recycling) \$ _____

Front Load Containers Rates

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

ROLL OFF CONTAINERS:

- 20 Cubic Yard Per Haul \$ _____
- 30 Cubic Yard Per Haul \$ _____
- 40 Cubic Yard Per Haul \$ _____
- 30 Cubic Yard Compactor Per Haul \$ _____
- 35 Cubic Yard Compactor Per Haul \$ _____
- 42 Cubic Yard Compactor Per Haul \$ _____
- Delivery and Exchange \$ _____
- Daily Container Rental \$ _____

POLYCART REPLACEMENT (Each): \$ _____
CONTAINER REPLACEMENT (Each): \$ _____
STORM DEBRIS COLLECTION RATE (Per CY- Item D Rate): \$ _____
DISASTER COLLECTION RATE* (Equipment per Hour): \$ _____

*Plus Landfill Disposal Cost Pass-Through

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

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION ____ JOINT VENTURE

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

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

Exhibit A

Residential tons for the past 12 months:

Solid Waste 1811

Recycle 0

Solid Waste

Carts 0

Commercial Hand Collect: 83

Businesses

Commercial matrix:

Winnsboro Commercial Matrix

Container Size	Frequency Per Week					
	1	2	3	4	5	6
2yd	40	11				
3yd	9	4				
4yd	15	6				
6yd	7	8				
8yd	6	14	4			