



Request for Proposal (“RFP”)

Municipal Solid Waste Collection, Disposal and Recycling Services

RFP NO. 19-003

EVENT	DATE
Issuance of RFP	August 29, 2019
1 ST Publication Date	September 3, 2019
2 nd Publication Date	September 20, 2019
Pre-Proposal Conference (3:00 PM)*	September 12, 2019
RFP Question Deadline	September 26, 2019
Proposal Submission Deadline (4:00 PM)	October 4, 2019
RFP Review Period	October 5 - 31, 2019
Interviews (If Needed)	October 15, 2019
City Council Consideration	November 7, 2019
Contract Transition Period	November 8, 2019 – December 31, 2019
Effective Date of New Contract	January 1, 2020

*A Pre-Proposal Conference will be held at City Hall, 200 W. Vulcan Street, Conference Room 1A, Brenham, Texas to discuss the City's requirements under this RFP. Attendance at this Conference **is not mandatory**.

Responsive written proposals may be presented in person or via delivery service to:

**City Secretary's Office
City of Brenham
200 W. Vulcan St., Suite 203
Brenham, Texas 77833**

Responsive written proposals may also be sent by U. S. mail to:

**City Secretary's Office
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

All proposals must be sealed in an envelope and marked "**Proposal for RFP No. 19-003.**" Proposals sent via Fed-Ex, Overnight mail, courier or similar manner must be sealed in a separate envelope inside the mailer/delivery envelope.

Responses will NOT be accepted by email or fax.

Checklist of Documents to Return in Sealed Proposal for RFP No. 19-003

- ☐ Cover letter signed by the appropriate authorities;
- ☐ Scope of work/services to be performed, including methods for ensuring customer satisfaction and service quality, and copies of related company policies;
- ☐ Company background, qualifications, experience in performance based contracts, and references;
- ☐ List of Company officers and personnel who will be involved in the operation and management of this contract. Include profile, years with Company, contact information, etc.
- ☐ Evidence of insurance and security for faithful performance;
- ☐ Pricing information;
- ☐ Draft copy of contract you propose to use;
- ☐ IRS Form W-9 found at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- ☐ Form 1295 - Texas Ethics Commission found at (file online & submit with bid):
<https://www.ethics.state.tx.us/forms/1295.pdf>
- ☐ Conflict of Interest Questionnaire found at:
<https://www.ethics.state.tx.us/forms/CIQ.pdf>

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EXHIBIT A – TERMS AND CONDITIONS FOR BIDS

EXHIBIT B – LIST OF CITY FACILITIES

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EXHIBIT D – MAP OF 2009 OLD CHAPPELL HILL ROAD, BRENHAM, TX

General Terms and Conditions

INTENT

The City of Brenham (City) intends to award a contract for municipal solid waste collection, transfer, removal, disposal and recycling services. The City is requesting proposals for the collection, transfer, removal and disposal of municipal solid waste for residential and commercial services and to divert suitable materials for recycling.

All proposals must be submitted on the form provided by the City, and further must be properly executed in the space(s) provided.

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and four (4) copies** of the Proposal on the form provided by the City. The original Proposal must be clearly marked “**Proposal for RFP No. 19-003**” and include an original signature, in ink, in order to be accepted. Proposals must be received by the City Secretary’s Office no later than **4:00 p.m. (CST) on Friday, October 4, 2019**. It is the Proposer’s sole responsibility to assure that the Proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, name of the Proposer for each proposal received will be read aloud for public record.

To the extent allowed by applicable law, and subject to the ruling of any administrative agency or court having jurisdiction, the City intends that trade secrets and confidential information contained in the proposals and clearly identified as “Confidential” in **14 point bolded font** will not be open for public inspection at any time, even after a contract has been awarded and executed, whether or not the proposer wins the contract.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP. Proposers are encouraged to suggest creative and economical means to provide the services requested in the RFP.

QUESTIONS AND PROPOSAL ADDENDUMS

A Pre-Proposal Conference to discuss the City’s requirements pursuant to this RFP will be held on **Thursday, September 12, 2019 at 3:00 p.m. (CST)** at the Brenham City Hall, 200 W. Vulcan Street, Conference Room 1A, Brenham, TX. Attendance at this Conference is not mandatory

Any and all questions regarding this RFP must be submitted in writing and addressed to Jeana Bellinger, City Secretary/Director of Administrative Services, P. O. Box 1059 (200 W. Vulcan St., Suite 203), Brenham, Texas 77834, or e-mailed to jbellinger@cityofbrenham.org. All e-mails must indicate “RFP No. 19-003” in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Thursday, September 26, 2019**.

The complete RFP and all addendums will be posted on the City's website at www.cityofbrenham.org.

GENERAL TERMS

It is anticipated that this Contract is for services after selection (proposers to submit schedule), with extension terms available, upon mutual agreement of the parties.

The City of Brenham reserves the right to make an award without further discussion of the proposals. Therefore, the proposal should be initially submitted with the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter into a Contract with the City incorporating the City's standard contract terms and conditions, attached hereto as "EXHIBIT A" to this RFP.

The successful proposer(s) shall provide for the term of the Contract, with an initial term of five (5) years, commencing on **January 1, 2020 and expiring on December 31, 2024**. The Contract may be extended upon mutual agreement of the City and successful proposer for one (1) additional five (5) year renewal term.

INDEMNIFICATION AND RELEASE

It is hereby understood that any resulting Contract executed as a result of this RFP will contain the following language:

It is further agreed that the Contractor (the "Indemnitor") shall indemnify, hold harmless, and defend the City, its officers, elected officials, agents, employees, volunteers, and representatives (separately and collectively the "Indemnatee") from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

It is further understood, that any resulting Contract executed as a result of this RFP will also contain the following language:

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, elected officials, agents, employees, volunteers, and representatives from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death to any person and any loss or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

DEFINITIONS

1. *Bundle*: Yard Trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty pounds (50 lbs.) in weight. Limbs not exceeding three (3) inches in diameter.
2. *Cart*: A receptacle, equipped with wheels and a bar, with a capacity of approximately forty-eight (48), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper.
3. *City*: The City of Brenham, Texas and the City's officers, elected officials, employees, agents, volunteers, and representatives.
4. *City Council*: The governing body of the City.
5. *City Event*: An event designated by the City staff to receive City Services. The City Staff has the sole authority to add or eliminate City Events to receive City Services.
6. *City Facility*: A City-owned or operated facility (see "EXHIBIT B" attached hereto). The City Staff has the sole authority to add or eliminate City Facilities to receive City Services.
7. *City Manager*: The City Manager or a person authorized to act on his behalf.
8. *City Recycling Center*: A site, for public use, designated by City staff, for drop-off of Recyclable Materials.
9. *City Services*: Solid Waste Services for City Events and City Facilities.
10. *Collect or Collection*: The act of removing Solid Waste, Recyclables, or Yard Waste for transport to a disposal or recycling facility.
11. *Commercial Refuse*: All Refuse, Garbage, Solid Waste, and other waste generated by, at, or within a Commercial Unit, but not including Construction Debris.
12. *Commercial Unit*: All premises, locations or entities, public or private requiring Refuse, Garbage and/or Solid Waste collection within the corporate limits of the City that are not classified as a Residential Unit or Municipality.

13. *Construction Debris*: Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids or accepted at a disposal facility and which are typically disposed of at Type IV Landfills.
14. *Contract*: Any agreement(s) between the City and the Contractor resulting from this RFP, including but not limited to, the RFP, the proposal, any subsequent negotiations, any best and final offer, the Contract document(s), the performance bond, insurance policies and certificates, and amendments.
15. *Contractor(s)*: The successful proposer(s) receiving award of any Contract resulting from this RFP.
16. *Contractor's Representative*: Contractor's officer and/or employee designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf as set forth in the Contract.
17. *Curbside*: The location within three (3) feet of the curb of the street abutting Customer's property that provides primary access to the Service Unit as agreed upon by the City Staff and Contractor unless such placement interferes with or endangers movement of vehicles and pedestrians in the public right-of-way.
18. *Customer(s)*: An occupant of a Residential Unit or a Non-Residential Unit that has a City utility account that is billed for Solid Waste and/or Recyclable Materials service on a monthly basis.
19. *Dead Animal*: Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.
20. *Disposal*: In accordance with 30 Texas Administrative Code § 330.3(44), defined as "The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or non-containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater."
21. *Disposal Site or Facility*: All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.
22. *Dumpster*: A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

23. *Dwelling Unit*: A room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating.
24. *Excluded Waste*: Hazardous Waste, Special Waste, and Construction Debris.
25. *Facility*: All contiguous land and structures, other appurtenances, and improvements on the land used for the storage, processing or disposal of Solid Waste or Recyclable Materials.
26. *Garbage*: In accordance with 30 Texas Administrative Code §330.3(56), defined as "Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products."
27. *Generator*: Any person or entity that produces Solid Waste.
28. *Hazardous Waste*: In accordance with 30 Texas Administrative Code §330.3(62), defined as "Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, § 6901 et seq., as amended.
29. *Heavy Trash*: Refuse that is of such size and weight that it cannot be placed in a forty-eight (48) or ninety-six (96) gallon container. Heavy trash shall include tree limbs less than four feet (4') in length and loose lumber less than five feet (5') in length.
30. *May or Should*: Not mandatory but permissible.
31. *Municipal Solid Waste ("MSW")*: In accordance with 30 Texas Administrative Code §330.3(88), defined as "Solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other solid waste other than industrial solid waste."
32. *Non-Compacted Waste*: Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste.
33. *Non-Residential Unit*: An improved property other than a Residential Unit.
34. *Non-Residential Services*: Solid Waste Services for Non-Residential Service Units.
35. *Recyclable Materials*: Material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste.

36. *Refuse or Rubbish*: In accordance with 30 Texas Administrative Code § 330.3(130), defined as “Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F).”
37. *Resident*: A person whom resides in a Residential Unit.
38. *Residential Unit(s)*: An improved property which is used, or capable of being used, for a dwelling, including but not limited to a single-family dwelling, duplex, four-plex, townhouse, apartment, condominium unit and similar dwellings. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto.
39. *Residential Service*: Solid Waste Services, Yard Trimmings Waste Services, and Recycling Services for Residential Units.
40. *Roll-off*: A watertight receptacle, having a minimum capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.
41. *Roll-off Compactor*: A Roll-off with a Compactor.
42. *Shall or Must*: Mandatory and not merely discretionary or optional.
43. *Solid Waste*: In accordance with 30 Texas Administrative Code §330.3(145), defined as "Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or

- Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, § 6901 *et seq.*).

44. *Solid Waste Services*: Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

45. *Special Waste*: In accordance with 30 Texas Administrative Code §330.3(148), defined as "Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are:

- Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes);
- Class 1 industrial nonhazardous waste;
- Untreated medical waste;
- Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- Septic tank pumpings;
- Grease and grit trap wastes;
- Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing an material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VII but has not been listed as a commercial chemical product in 40 CFR § 261.33 (e) or (f);
- Slaughterhouse wastes;
- Dead animals;
- Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- Pesticide (insecticide, herbicide, fungicide, or rodenticide);
- Discarded materials containing asbestos;

- Incinerator ash;
- Soil contaminated by petroleum products, crude oils, or chemicals in concentration of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of § 335.521 (a)(1) of this title (relating to Appendices);
- Used oil;
- Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter;
- Waste generated outside the boundaries of Texas that contains;
 - Any industrial waste;
 - Any waste associated with oil, gas, and geothermal exploration production, or development activities; or
 - Any item listed as a special waste in this paragraph;
- Lead acid storage batteries; and
- Used oil filters from international combustible engines.”

46. *Type IV Landfill*: In accordance with 30 Texas Administrative Code § 330.5(2), defined as a landfill that “may only accept brush, construction, or demolition waste, and/or rubbish. A Type IV landfill unit may not accept putrescible waste, conditionally exempt small-quantity generator waste, or household waste.”

47. *Unit*: Residential and Non-Residential Units that qualify for services requested in the RFP.

48. *Work*: The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from this RFP and the carrying out of all duties and obligations imposed on the Contractor by any Contract resulting from this RFP.

49. *Yard Waste*: In accordance with 30 Texas Administrative Code §330.3(181) defined as "Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls."

Current Solid Waste Services

The area of the City to be served by this Proposal is that area commonly known as the City limits of the City of Brenham. The City of Brenham is located halfway between Houston and Austin and has a population of approximately 16,951. The City has approximately 5,990 solid waste customer accounts. Of these, about 5,630 are residential and about 360 are commercial. The City of Brenham's average growth rate, in relation to sanitation services, is averaging two percent (2%) per year.

The solid waste services currently provided by the City are summarized below:

RESIDENTIAL COLLECTION

- 5,630 customers; average of 420 tons collected monthly.
- Twice a week curbside collection, with no specified container size or weight limit, at the following monthly rates:
 - City residents (4,266): \$13.75
 - Rural/County residents (3): \$20.13
 - Citizens 65 years of age and older (1,361): \$11.00
- Residential collection service is provided by two (2) fulltime employees (drivers) and four (4) temporary employment agency workers. When needed, a Collection Station employee serves as a back-up driver.
- Residential brush route provided on Wednesdays. This service is provided with one (1) fulltime employee and one (1) temporary employment agency worker.
- Residential collection service equipment includes three (3) rear loading trucks.

COMMERCIAL COLLECTION (*Currently under contract with another vendor*)

- Over 560 commercial customers with most using dumpsters; only a few customers utilize 96-gallon carts.
- Collection for 96-gallon carts is done one (1) time per week.
- Collection for dumpsters is done six (6) times per week.
- The City charges a seven percent (7%) franchise fee and a three percent (3%) billing fee. All charges, account changes and new accounts are handled by the City.

RECYCLING CENTER

- The Recycling Center is a 6-day a week operation, with Saturday being the busiest day.

- The Recycling Center provides citizens with recycling options for 12-14 different products and collects over 1,400 tons of recyclable products each year.
- The City provides a pick-up service for cardboard to approximately 100 local businesses. The cardboard is picked up one time daily and twice on Wednesdays.
- One (1) paper recycling trailer is provided to Brenham Independent School District throughout the school year. This trailer is dropped off every Monday and picked up every Friday.
- The Recycling Center is staffed with two (2) fulltime employees and one (1) part-time employee.
- Recycling Center equipment includes one (1) truck, eight (8) trailers, four (4) balers and one (1) forklift.

TRANSER STATION

- In 2018 over 25,400 tons of waste were collected, a slight decrease from the 25,900 tons collected in 2017.
- The City currently hauls 4-7 loads of waste per day (1,250 – 1,300 runs per year).
- During dry conditions, the City uses Altair Landfill (\$18.50/ton) located at 5464 TX-71, Altair, TX 77412.
- During wet conditions, the City uses Brazos Valley Solid Waste Management Agency, Inc. Landfill (\$26.69/ton) located at 2690 SH 30, Anderson, TX 77830.
- Transfer station operates with two (2) fulltime employees (drivers) and four (4) temporary employment agency workers. When needed, a Collection Station employee serves as a back-up driver.
- Transfer station equipment includes four (4) long-haul trucks and five (5) trailers.

COLLECTION STATION

- Provides collection service for non-compactible waste, tires, brush and used electronics.
- Approximately 4,800 tons of yard waste are brought to the Collection Station annually from the following sources:
 - 70% from commercial users
 - 26% from City and County residents
 - 3% from City departments
 - 1% from storm debris
- Open six (6) days per week for City and County residents.

- Many commercial customers also use the Collection Station for disposal of non-compactible waste and brush.
- Each year, the City hosts two (2) free “Spring Clean-Up” week-end events for City and County residents.
- The Collection Station operates with two (2) fulltime employees and two (2) part-time employees.

NON-EXCHANGE ROLL-OFF COMPACTOR SERVICES

- Collection is between one (1) and seven (7) times per week.

Objectives

The City is seeking a mutually beneficial, long-term public/private partnership and desires to negotiate a contract for a term of reasonable length.

The City seeks a qualified company or organization to provide solid waste services in the following manners:

- Maximize sanitary and aesthetic living conditions for all residents;
- Maintain positive communications with the City and the customer;
- Collect and transport solid waste from all residential, institutional, and commercial customers within the City of Brenham to an environmentally safe and properly permitted disposal site;
- Collect and transport residential recyclables to a materials recovery/recycling facility, and offer the best value to the City of Brenham related to rates, reimbursements, or incentives;
- Provide billing for transfer and collection services, with the City being responsible for billing for all curbside residential, commercial, and recycling collection and disposal services:
 - A three percent (3%) billing fee shall be paid to the City for providing the billing and bill collection services.
 - A seven percent (7%) franchise fee shall be paid to the City by the Contractor based on the Contractor’s gross revenue for curbside residential collection, commercial collection and recycling services.
- Contractor shall make every effort to provide weekly residential collection service on the same day(s) of the City’s current collection schedule;
- Provide alternate service programs that would benefit the City and its residents. Indicate your options and rate schedule on other programs including, but not limited to, drop-off Recycling Center, Commercial Recycling, twice per year bulky brush pickup, free clean-up days (similar to what the City currently provides), and any other service that the City may consider; and

- Maintain a stable and reasonable sanitation rate.

Proposal Content Details

All Proposers must use the proposal submittal forms provided by the City. All proposals must be signed by an authorized representative of the Proposer. Failure to comply with the proposal submittal requirements and specifications may result in rejection of the proposal. Exceptions or alternative substitutions to the specifications must be typewritten on a separate piece of paper and attached to the proposal. Each exception or alternative substitution must reference either by page number, section, or subject the item for which the exception or alternative substitution is being made. Pricing quotes must be shown on that page for each exception or substitution.

The City of Brenham reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed most advantageous to the City, in its sole discretion. The City may award all, none, or selected services.

COVER LETTER:

Include a letter transmitting the proposal to the City of Brenham. This letter shall indicate the proposal is for the following services: municipal solid waste collection, disposal and recycling services, commercial solid waste collection, transfer station, and collection station services; provide the date of submittal, and must be signed in ink by an authorized representative. The letter shall include the full legal name of the Proposer, address for service of legal notices, name and telephone number of an authorized contact person, and shall indicate the legal form (e.g. corporation, partnership, limited liability company, etc.) and the State of organization of the Proposer. Include comparable experience and qualifications in assisting local governments with collection, handling and disposal of MSW and recyclable materials.

SCOPE OF WORK/SERVICES TO BE PERFORMED:

Provide a service plan with details on service methods and descriptions of services, which will be provided to the City of Brenham. The service plan should include, but not necessarily be limited to, the following:

- Proposer's emphasis on public relations, customer education, and environmental programs;
- Quality control methods, complaint management, and resolution procedures, including contact number and after hours number;
- Residential and commercial solid waste collection, curbside recycling, Transfer Station, and Collection Station operations, including hours and days of the week;
- Discuss any complementary or additional services available to improve the value customers are receiving or to enhance their quality of life or address special needs;
- Discuss methods for ensuring customer satisfaction and service quality and related company policies;

- Successful Proposer may observe New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Successful Proposer shall request proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by City staff. City staff may require successful Proposer to provide collection service on a holiday. Suspension of service for any holiday shall not relieve successful Proposer of its obligation to provide collection service in frequencies provided for in any Contract resulting from this RFP. Should successful Proposer observe a holiday, successful Proposer shall for the remainder of the calendar week provide collection service to customers on the day after their normal collection day, including Saturday, if needed to provide the required days of collection service during such week; and
- A description of Proposer's safety record and relevant driving record. A copy of Proposer's certificate of insurance should be included.

RESIDENTIAL

- Describe non-routine and holiday collection procedures and methods for City notification;
- Specify any limitations on items to be collected and requirements for preparing unusual items for pickup;
- Describe the carts to be provided, specify the time frame for their distribution to new customers, and describe any related policies regarding distribution and replacements due damage to carts or other reason(s);
- The carts will be clearly marked with the Contractor's name, City's logo and an identifying number; and
- The proposal shall include the cost, if any, for additional refuse carts.

RECYCLING

- Describe non-routine and holiday collection procedures and methods for City notification;
- When and how recyclables will be collected in relation to normal waste collection and specify which recyclables shall be collected;
- Indicate potential for sharing of recyclable proceeds;
- Specify any limitations on items to be collected and requirements for preparing unusual items for pickup;
- Describe the carts/containers to be provided, specify the time frame for their provision to new customers, and any related policies regarding distribution and replacements, damage to carts/containers;
- Explain the disposition of contaminated recyclables or worthless items found in the customer's recycling cart/container;
- The carts/containers will be clearly marked with the Contractor's name, City's logo and an identifying number;
- The proposal shall include the cost, if any, for additional recycling carts/containers; and

- Describe Proposer’s willingness to operate a drop-off station for public use at a physical location.
 - Provide details of what items will be accepted and how diversion of those materials will occur; and
 - Staffing or self-serve drop-off options.

COMMERCIAL

- Proposer shall provide, at no charge or cost to the City, the collection, transportation, and disposal of waste accumulated by the City at City owned or operated facilities, or other City designated sites and/or events. See attached schedule and description of City facilities, sites and events. Services to the City shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for special events and ongoing or special projects. Further, in the event that any of the City’s containers are full and are in need of special collection, hauling and/or disposal, the Proposer shall accommodate the City when possible;
- Provide fee schedule and frequency of pick-up for Commercial customers utilizing dumpsters ranging in size from 2 to 8 yards, and a fee schedule for a 6 or 8 yard flat top dumpster with a sliding door; and
- Provide options for commercial 96 gallon cart services and frequency of pick-up along with expected weekly pick-up times, none to start prior to 7 am.

TRANSFER

- Discuss Proposer’s interest in leasing or partnering with the City regarding the property located at 2009 Old Chappell Hill Rd (see “EXHIBIT D” attached hereto);
- Discuss Proposer’s interest in purchasing the property located at 2009 Old Chappell Hill Rd (see “EXHIBIT D” attached hereto) from the City;
- Discuss disposal and processing sites;
- Discuss operational expectations regarding loading, packing, hauling and disposal of all MSW and Recyclable Materials from the City transfer station to a Type I landfill facility or approved recycling location;
- Discuss Proposer’s expectations for operating the Transfer Station including type of equipment, replacement frequency, facility improvements and upkeep;
- Proposer’s obligation is to maintain and operate the City’s transfer facility in accordance with all state and federal regulations;
- Proposer will be required to provide the City with all manifests from the final destination;
- City intent is to receive proposals from experienced, financially qualified firms that will provide the best value to the City for transporting MSW and recyclable materials as safe and efficient as possible. Describe Proposer’s capacity and ability to satisfy the requirements of this paragraph;

- Proposer shall have a manager/supervisor on site at the Transfer Station during all times of operation. Explain the organization structure and operations related to manager, yard superintendent, gate attendant, etc.;
- Proposer will be responsible for all billing and collection of charges for the Transfer Station operations and services.

COLLECTION STATION

- Discuss Proposer's interest in leasing or partnering with the City regarding the property located at 2009 Old Chappell Hill Rd (see "EXHIBIT D" attached hereto);
- Discuss Proposer's interest in purchasing the property located at 2009 Old Chappell Hill Rd (see "EXHIBIT D" attached hereto) from the City;
- Discuss how Proposer will maintain similar services currently offered by the City of Brenham. Describe any other services to be provided by Proposer at the Collection Station that are not currently offered by City at the Collection Station;
- Discuss Proposer's expectations for operating the Collection Station including type of equipment, replacement frequency, facility improvements and upkeep;
- Proposer will be responsible for all billing and collection of charges for the Collection Station operations and services.

Proposer Information

PROPOSER BACKGROUND

Provide a brief description and history of the Proposer including current size of organization, and how many persons in the organization are directly engaged in solid waste collection and recycling. Describe the Proposer's experience in providing the services to other municipalities and other entities of comparable size.

Also include the Proposer's financial history with current financial statements. The Proposer shall also provide audited financial statements for the last five (5) years and, if applicable, any annual stockholder reports. If the Proposer has been operating for less than five (5) years, the required financial information shall be provided for each year of operation.

Proposer shall provide information concerning any pending litigation and any litigation settled or concluded within the last three (3) years. This shall include any litigation involving the Proposer, its parent, sister, or subsidiary companies. The Proposer should also include any information concerning any arbitration or mediation of disputes in connection with solid waste collection services for the last three (3) years. The information must include the name, address and phone number of any parties involved as well as the nature of the dispute and the ultimate resolution through arbitration, mediation or other form of alternate dispute resolution.

Proposer shall provide a list of any current pending administrative orders or violations of federal, state and local laws, rules and codes for which the Proposer has been cited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the last three (3) years.

EXPERIENCE AND QUALIFICATIONS

- a. Provide a signed over letter detailing Proposer's contact information and most-favored methodology for providing the services described in this RFP.
- b. Provide a list of the current contracts which Proposer has in place which are similar to the City of Brenham's requested services as described in this RFP. The provided list should include the contact information for Proposer's customers and all government entities which Proposer has contracted with for the past three (3) years. Provide a list of all entities to which Proposer ceased providing services, similar to those described in this RFP, during the past five (5) years.
- c. Describe any and all methodologies that will be utilized during operations; e.g. quality control measures and service improvement measures.

REFERENCES

Provide references from three (3) recent contracts under which solid waste/recycling services were provided and include the organization's name, address, contact person, and telephone number.

The City requires that the successful proposer have experience providing service in a performance-based contract. Provide a list of all municipal solid waste collection/disposal contracts and MUD solid waste collection contracts held and entered into by Proposer during the past five (5) years.

Equipment and Personnel Needs

EQUIPMENT

- a. 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 waste from accounts serviced by Contractor in accordance with the Contract.
 1. Proposers may submit a bid to purchase all or a portion of the City's Solid Waste Equipment (see "EXHIBIT C" attached hereto), and may contact the City to arrange a time and date to inspect said Equipment;
 2. All motor vehicles used in performance of the Contract shall be clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. No advertising shall be permitted on vehicles;
 3. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and must also be part of a regular preventative maintenance program.

- b. Provide a list and description of the Proposer's equipment available to provide the proposed service. The list should include items such as year of manufacture, model, weight, last inspection date, condition of the equipment and additional details as necessary to sufficiently describe the equipment;
- c. Describe Proposer's equipment replacement plan to assure that the equipment will be available to provide the services under the Contract at all times;
- d. Describe how leakage or debris from vehicles will be minimized and/or handled;
- e. Provide Proposer's equipment maintenance and replacement policy;
- f. Detail how the Proposer will notify the City in the event of equipment breakdown or other circumstances that may delay the removal of MSW or recyclables, or otherwise cause delay in performance of the required services;
- g. Due to street size variations in the City, the Contractor will need to provide equipment 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 collection activities.

PERSONNEL

- a. Proposer shall hire, manage and supervise its employees necessary to adequately, efficiently, and properly provide the services required by the Contract. Proposer shall describe its willingness to offer priority hiring status to current City employees by offering interviews or other opportunities to be employed by Proposer;
- b. The successful Proposer shall provide all personnel required to perform the scope of services. For the term of the Contract, the successful Proposer shall maintain the following:
 - 1. A representative authorized to make decisions and act on the Proposer's behalf, accessible to the City twenty-four (24) hours a day via email or a non-toll call from the City;
 - 2. Operations Manager qualified to oversee the operations;
 - 3. Personnel who normally or regularly come into direct contact with the public must have, at a minimum, an identification badge issued by the Proposer which they must have on display and on their person at all times while on the job. All other forms of individual identification, such as a uniform with name badges, name tags, or identification cards are also mandatory;
 - 4. Personnel operating collection vehicles shall have a valid commercial driver's license appropriate to the vehicle being operated;
 - 5. All personnel shall serve the public in a courteous and helpful manner. The City shall have the right to require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward any customer be barred from further work in Brenham;
- c. List Proposer's proposed staff, including resumes of the proposed management staff. The management staff listed will be considered as the manager/supervisor which will be on the premises during operational hours;

- d. Include Proposer's organizational chart as it relates to this performance of the Contract;
- e. Describe the Proposer's training and safety program;
- f. Discuss worker-training, use of temporary drivers versus company drivers; and
- g. Provide a list of Proposer's personnel, their qualifications and what their specific role/interaction will be with the City.

Insurance Requirements

Contractor shall carry and maintain in force during the term of the Contract insurance coverage and policy limits listed as follows:

COVERAGES	POLICY LIMITS
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability except Vehicle	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability except Vehicle	\$1,000,000 each occurrence \$1,000,000 aggregate
Vehicle Property Damage Liability	\$ 1,000,000 each occurrence
Vehicle Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The Contractor shall furnish at its own expense to the City of Brenham, a Certificate of Liability Insurance listing the City of Brenham as an **"Additional Insured"** via endorsement. In Description of Operations must include wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Brenham 200 W. Vulcan St, Brenham, TX 77833.

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the City by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Contractor shall provide written proof of such insurance coverage to the City upon Contractor's execution of the Contract.

Performance Standards

- Methods of measuring performance standards shall include monthly Customer satisfaction survey calls made to twenty-five (25) randomly selected customers by successful proposer, customer communication records, service monitoring, and operational records;
- Carts shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic or damaging landscaping or impeding access, e.g. placed in driveway;
- Dumpsters and Roll-off Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement, without obstructing traffic or damaging landscape. Collection areas shall be free of litter debris larger than three (3) inches within a ten-foot (10') radius of Carts;
- Successful proposer shall not leave loose material, which during collection may fall in the streets or on property of Customers, and will collect any loose material that is generated during the collection operations;
- Successful proposer shall maintain a consistent route schedule and comply with provisions related to hours of service. Collection schedules shall be consistently performed as to morning and afternoon collection times;
- Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle except in case of emergencies. Successful proposer will not use vehicles that leak oil, hydraulic fluid, or other substances, or present unhygienic or unsafe appearance; and
- Successful proposer shall comply with the Customer complain resolution provisions of any Contract resulting from this RFP.

SPILLAGE AND LEAKAGE

During transport, all materials shall be contained, covered and enclosed so that spilling and leakage or materials does not occur. Successful proposer shall be responsible for the cleanup of any spillage or leakage from its vehicles within two (2) hours of occurrence of spill or leak.

If a spill or leakage leaves a stain on a roadway, building, or other similar surface, and such spill or leakage was caused by successful proposer, its vehicles or employees, the successful proposer will use all reasonable means available to removes the stain and restore the condition of the property and/or facility to the satisfaction of the City Manager.

LITTER AND ODOR

Successful proposer shall be responsible for litter caused by the provision of services in connection with any Contract resulting from this RFP.

Successful proposer shall clean up any litter more than three (3) inches in length within a ten-foot (10') radius of Collection Areas on at least a weekly basis.

Collection equipment shall be maintained as to prevent foul and/or noxious odors. The successful proposer shall routinely and thoroughly clean collection equipment to maintain a high standard of cleanliness.

MISSED SERVICE PENALTIES

Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart \$100 each incident per Detachable Container
Failure to complete a City residential block. An incomplete block is where more than 10% of houses within the same block had either trash or bulk waste that was not collected	\$150 per incident
Days incomplete. Days are uncompleted if more than four (4) blocks are not collected on the scheduled day.	\$1,000 when not completed on the scheduled day. \$2,500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Commercial Containers to new participating locations within five (5) business days of receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver or replace Carts for any reason within five (5) business days of written notification	\$100 per Cart per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place Carts at customer original set out location	\$500 for over 25 incidents per month

RECORDKEEPING AND REPORTING

The successful proposer shall submit electronic reports, using software and formats approved by the City, on a monthly basis. All records shall be available to the City at reasonable times and places throughout the term of any Contract resulting from this RFP, and for a period of five (5) years after last or final payment.

The successful proposer shall create, maintain, and deliver to the City the following records:

- Documentation of solid waste and bulky waste tonnage delivered to disposal facility;
- Documentation of commercial collection activity by container size and frequency of pick up;
- Identify unaccepted loads by date collected, route, and facility;
- Document complaints, on a daily basis, including address, time and date for each and the reason, and resolution;

- Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's requirements;
- Other recordkeeping and reporting requirements as agreed upon by City and successful proposer; and
- Detailed commercial billings and franchise fee assessed in Excel format.
- Provide a copy of any TCEQ certifications which are required for hauling; and
- Provide a copy of the TCEQ certification/permit for the proposed disposal site. Provide the proposed disposal site name and address.

“EXHIBIT A” **TERMS AND CONDITIONS FOR BIDS**

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under

contracts with the City, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices:

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements:

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids:

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions
(State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the person beginning work on the project; and
 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.

"EXHIBIT B"
CITY OF BRENHAM FACILITIES

Facility Name	Address	Container Size	No. of Containers	Pick-Up Frequency (Per Week)
Animal Shelter	1804 Longwood Dr	8 yd.	1	2
Aquatic Center	1800 E Tom Green	4 yd.	1	2
Central Warehouse	315 W Second	8 yd.	1	1
Electric Warehouse	410 W Second	4 yd.	1	1
Fire Station	101 N Chappell Hill	4 yd.	1	2
Firemans Park	901 N Park	4 yd.	2	2
Gas Dept	1105 S Austin	4 yd.	1	2
City Hall	200 W Vulcan	2 yd.	1	1
Hohlt Park	2425 N Park	8 yd.	2	3
Jackson Street Park	1300 S Jackson	4 yd.	1	3
Linda Anderson Park	1300 Old Independence	4 yd.	1	1
Library	100 MLK Pkwy	4 yd.	1	2
Parks Dept Whse	301 Jeffries	4 yd.	1	2
Simon Center	111 W Main	Cart	2	1
Street Dept.	1502 E Blue Bell	4 yd.	1	1

"EXHIBIT C"
CITY OF BRENHAM EQUIPMENT LIST

Item Number	Classification	Type	Description	Manufacturer	Location	Model Number	Serial Number
042-125 2006 INTERNATIONAL	DIESEL VEHICLE	TRUCK TRACTOR	LONG HAUL TRUCK	INTERNATIONAL	T/C STATION	9200i	2HSCEAPR07C403995
042-129 2006 INTERNATIONAL	DIESEL VEHICLE	TRUCK TRACTOR	LONG HAUL TRUCK	INTERNATIONAL	T/C STATION	9200i	2HSCEAPR07C404189
042-133 2006 INTERNATIONAL	DIESEL VEHICLE	TRUCK TRACTOR	LONG HAUL TRUCK	INTERNATIONAL	T/C STATION	9200i	2HSCEAPR77C404187
042-186 2012 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION	S/102	48XAR5327C1007840
042-201 2014 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION	S/102	48XAR5325E1009251
042-288 2008 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION	S/102	48XAR482881005752
042-801 2017 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION	S/102	48XAR5329H1011301
042-804 2019 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION	S/102	48XAR3526K1013305
042-811 2017 KENWORTH	DIESEL VEHICLE	TRUCK TRACTOR	LONG HAUL TRUCK	KENWORTH	T/C STATION	T880	1XKZD49XXHJ151179
042-813 2018 KENWORTH	DIESEL VEHICLE	TRUCK TRACTOR	LONG HAUL TRUCK	KENWORTH	T/C STATION	T880	1XKZD49X8J222353
042-98 2011 TRAVIS	TRAILER	REFUSE TRAILER	ALUMINUM TRAILER	TRAVIS	T/C STATION		48XAR4827B1007421
043-291 2008 CASE	HEAVY EQUIPMENT	LOADER	WHEELED LOADER	CASE	T/C STATION	521 EXT	N8F203395
043-812 2017 DIAMOND Z	HEAVY EQUIPMENT	MATERIAL HANDLER	TRACKED TUB GRINDER	DIAMOND Z	T/C STATION	DZT1352BTK	1R9FX3703HC72001
043-815 2014 JOHN DEERE	HEAVY EQUIPMENT	EXCAVATOR	TRACKED EXCAVATOR (5/4 GRAPPLE)	JOHN DEERE	T/C STATION	210 GLC	1PF210GXCDE521746
142-86 2008 INTERNATIONAL	DIESEL VEHICLE	GARBAGE TRUCK	HEIL RESIDENTIAL GARBAGE TRUCK	INTERNATIONAL	T/C STATION	7400 SBA 4X2	1HTWCAAR19J096767
142-861 2019 WESTERN STAR	DIESEL VEHICLE	GARBAGE TRUCK	HEIL RESIDENTIAL GARBAGE TRUCK	WESTERN STAR	T/C STATION	4700SB	5KKAAXFE1KPKD0731
142-93 2016 INTERNATIONAL	DIESEL VEHICLE	GARBAGE TRUCK	HEIL RESIDENTIAL GARBAGE TRUCK	INTERNATIONAL	T/C STATION	7400 SBA 4X2	3HAWCSTR5GL456088
140-226 1998 YALE	PROPANE VEHICLE	FORK LIFT	FORKLIFT	YALE	RECYCLING CENTER	RGNUE084	E177B20160V
140-B01 2003 CRAMALOT	HYDRAULIC EQUIPMENT	CARDBOARD BALER	CARDBOARD BALER	J V MANUFACTURING	RECYCLING CENTER	HX-72	BH00472401
140-B03 2012 MARATHON	HYDRAULIC EQUIPMENT	PLASTIC BALER	RECYCLE BALER	MARATHON	RECYCLING CENTER	V7230HD	51443396
140-B04 1990 CRAMALOT	HYDRAULIC EQUIPMENT	PLASTIC BALER	RECYCLE BALER	J V MANUFACTURING	RECYCLING CENTER	60CONTBD	2959
140-B05 2018 BACE BALER	HYDRAULIC EQUIPMENT	PLASTIC BALER	PLASTIC BALER	BACE	RECYCLING CENTER	V73HD	V73HD1008947

EXHIBIT D



1 inch = 250 feet



Collection Station
2009 Old Chappell Hill Rd

