



CITY OF PORTLAND, TEXAS

REQUEST FOR PROPOSALS

CITY OF PORTLAND
SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES

Due Date:
August 25, 2016
2:00 p.m.

CITY OF PORTLAND, TEXAS
1900 Billy G. Webb Drive
Portland, Texas 78374
(361) 777-4500
www.portlandtx.com

INTRODUCTION

General Information

The City of Portland (City) is soliciting proposals from contractors that are interested and qualified to provide solid waste and recycling services to the City of Portland as outlined in this Request for Proposal (RFP). The contractor(s) shall have sole and exclusive franchise, license, and privilege to provide collection and disposal services for residential, commercial, and recycling within the corporate limits of the City.

This RFP and any addenda are located on the City of Portland website at <http://portlandtx.com/index.aspx?nid=347>

Proposers must adhere to the Communications Blackout specified in this RFP. Violations of this communication requirement may result in the disqualification of a proposal. Questions and inquiries about this RFP shall be directed to Brian DeLatte, P.E., Assistant City Manager, at (361) 777-4516 or brian.delatte@portlandtx.com. Questions should be submitted in writing on or before the date specified herein. A non-mandatory pre-proposal conference is scheduled for Thursday, August 11, 2016, at 2:00 p.m. at City Hall in the City Council Chambers. The conference is intended to answer any questions from contractors.

Respondents must submit **one (1) original and four (4) copies** of their submittal by 2:00 p.m. on Thursday, August 25, 2016. Any proposals received after this time and date will not be considered. Proposals must be sealed and marked "Solid Waste and Recycling Services Bid" on the proposal. The full address for proposal delivery is as follows:

City Secretary
City of Portland
1900 Billy G. Webb Drive
Portland, Texas 78374

Proposals will be opened publicly on the date and time specified herein in the City Council Chambers of City Hall.

SCHEDULE OF IMPORTANT DATES

The schedule for this RFP is as follows. The City reserves the right to change the schedule of dates as it deems necessary.

Release RFP / begin advertisement	July 19, 2016
Pre-Proposal Conference	August 11, 2016 2:00 p.m.
Deadline for Questions & Inquiries	August 18, 2016 5:00 p.m.
Proposal Submission Deadline	August 25, 2016 2:00 p.m.
City Staff Review of Proposals	Week of August 29, 2016
Interviews, as necessary	Week of September 5, 2016
Earliest Award by City Council	September 20, 2016
Effective Date of New Contract	March 1, 2017

BACKGROUND AND CURRENT SERVICE

The City's Contract for Solid Waste and Recycling Services expires on February 28, 2017, at 11:59 p.m. The City is seeking proposals from qualified proposers interested in providing these services, as described in this RFP.

1. The City bills approximately 5,200 residential accounts for solid waste and recycling services monthly.
2. The Contractor services and bills approximately 80 commercial accounts serviced by cart and 267 commercial accounts serviced by dumpster.
3. The City currently Contracts with a provider for the following Solid Waste and Recycling Services:
 - a. Residential Curbside Solid Waste Collection, once a week automated pickup in a cart provided by current contractor.
 - b. Residential Curbside Recycling Collection once every other week automated pickup in a cart provided by current contractor.
 - c. Residential Brush and Bulky Waste Pickup once a month pickup.
 - d. Commercial Solid Waste Collection, once a week automated pickup in a cart provided by current contractor.
 - e. Commercial Solid Waste Collection via Dumpster between one (1) and six (6) times weekly.
 - f. The City receives a \$2.50 administrative billing fee on residential accounts and a 19.5% franchise fee on all commercial accounts.
 - g. City Facilities Solid Waste and Recycling Collection.
4. The current provider is responsible for disposal of Solid Waste, Bulky Waste trash, and processing of the recyclables collected.
5. The current provider is the exclusive provider of residential and commercial solid waste, recycling, and Bulky Waste collection services inside the corporate city limits of Portland.
6. The current provider is the exclusive provider of solid waste collected via open-top roll-offs for construction sites and temporary remodeling services, within the corporate city limits of Portland.

PROPOSED SERVICES

The City desires to acquire Residential, Commercial, Recycling, and Commercial and Construction Roll-Offs collection and disposal services from qualified Contractor(s). The Contractor(s) shall provide services for the term of the Contract, with an initial term of five (5) years, commencing on March 1, 2017, at 12:00 a.m. The City will also consider three (3) and seven (7) year agreements, if specified on the bid forms. The City reserves the option to renew the Contract for up to two (2) additional five (5) year renewal terms.

The City is soliciting proposals for the following packages for Residential and Non-Residential Solid Waste and Recycling Services:

1. Residential and Small Commercial Automated Collection Service (Contract Section 5.01)

- a. Base Proposal
 - i. The Contractor would be sole provider.
 - ii. The Contractor shall provide automated collection of refuse every week in Contractor-provided carts.
 - iii. All Recyclable Materials shall be collected once every other week in Contractor-provided carts.
 - iv. Brush and Bulky waste collection shall be picked up once per month.
 - 1. Brush and Bulky waste shall only be collected from residential addresses.
 - v. Contractor shall furnish to the City, at no cost, service to existing City facilities.
 - vi. The Contractor shall provide collection services to customers on the current scheduled collection day. Any changes to the schedule and/or routes for residential customers shall be included in the proposal and are subject to the approval of the City.
 - b. Alternative Proposal
 - i. Recyclables shall be collected once every week.
2. Commercial Unit Collections (Contract Section 5.02)
- a. Contractor would be sole provider of all Commercial Services under this subsection.
 - b. Commercial accounts shall be billed and collected by the City, including all franchise fees.
 - c. Base Proposal
 - i. Dumpster pickup once weekly, up to six (6) x weekly
3. Commercial and Construction Roll-offs (Contract Section 5.03)
- a. Contractor would be sole provider of all Commercial and Construction Roll-offs.
 - b. Roll-off accounts will be billed by the Contractor.

RFP TERMS AND CONDITIONS

Questions and Inquiries

A non-mandatory, pre-proposal conference is scheduled for Thursday, August 11, 2016, at 2:00 p.m. at City Hall in the City Council Chambers. The conference is intended to answer any questions from contractors.

Questions and inquiries about this RFP should be directed to Brian DeLatte, P.E., Assistant City Manager, at (361) 777-4516 or brian.delatte@portlandtx.com. Questions should be submitted in writing on or before the date specified herein.

Communication Blackout

Proposers shall submit all inquiries in writing. Prior to submission of proposals, proposers are prohibited from contacting any City of Portland employee or elected official concerning the project except through the formal inquiry process outlined in this RFP. Once the proposals are opened and are being evaluated, proposers are prohibited from contacting City of Portland

employees or elected officials concerning the project unless in writing between the Contractor(s) and the City Manager's Office (City Manager, Assistant City Manager, or City Secretary). Violations of this communication requirement may result in the disqualification of a proposal.

General Conditions

1. This RFP and any addenda will be located on the City of Portland website at <http://portlandtx.com/index.aspx?nid=347>
2. By submitting a proposal in response to this RFP, the proposer represents that it has read and understands all elements of this RFP and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the Contract work. Proposer shall promptly notify the City of any omission, ambiguity, inconsistency, or error that may be discovered upon examination of the RFP. Failure to make such examination shall be at the proposer's own risk. The City assumes no responsibility for proposer's failure to examine all documents that make up this RFP.
3. Proposers shall examine the City including the streets, alleys, overhead trees, wires, and such other physical conditions and requirements to be encountered in the work, the quality and quantity of the service to be performed, and materials and equipment to be furnished. The proposer will not be entitled to additional compensation upon subsequently finding that conditions require method or equipment other than that anticipated in making the proposal. Failure to make such examinations shall be at the proposer's sole risk.
4. The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or technical details of systems to be integrated with, shall in no way relieve any proposer from any obligations with respect to its proposal or to the Contract.
5. The City expressly reserves the right to the following:
 - a. Waive any defect, irregularity, or informality in any proposal;
 - b. Reject or cancel any or all proposals, or part(s) of any proposal;
 - c. Accept proposals from one or more proposers; and/or;
 - d. Procure services by other means.
6. In considering the proposal(s), the City reserves the right to select the acceptable proposer(s) who will offer contractual terms and conditions most favorable to the City.
7. Requirements stated in the RFP shall become part of any Agreement with the proposer(s) resulting from this RFP, and any deviations from these requirements must be specifically defined by the proposer in the resulting proposal, request for clarification and/or counter proposal which, if accepted, shall also become part of any Contract resulting from this RFP. The City, however, reserves the right to modify the specifications of this RFP, and/or negotiate the price and any other terms with prospective proposers, as needed.
8. Any Contract awarded based on this RFP shall be governed by and construed in accordance with the laws of the State of Texas, is fully performable in Portland, Texas, and venue for any action related to this Contract will be San Patricio County, Texas.

9. Assignment: The work, or any part thereof, to be provided under this RFP, shall not be assignable by the Contractor, without the express written permission of the City.
10. The Contractor shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. The provisions in the Manual of Accident Prevention and Construction of the Associated General Contractor of America shall not constitute the standard of care applicable on the project. It is the intent of any agreement resulting from this RFP that the safety precautions at the site are a part of the construction technique and processes for which Contractor shall be solely responsible. Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Contractors shall provide copies of all Hazardous Materials and waste data sheets to the Portland Fire Department marked Attn: Fire Marshal.

Receipt of Proposals

The submitted proposals must be received by the City Secretary's Office prior to the time and date specified. Proposals submitted via facsimile will not be accepted for any reason. Proposals that do not contain all required information may be rejected.

Reservations

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found to be in the best interest of the City. Additionally, although the City desires to contract with a single contractor for all work/services to be provided, the City reserves the right to split the work/services and deal with multiple contractors if it is deemed to be in the City's best interest. All proposals become the property of the City of Portland.

Reimbursements

There is no express or implied obligation for the City of Portland to reimburse responding contractors for any expenses incurred in preparing proposals in response to this RFP and the City will not reimburse responding contractors for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information, presentation, or to procure a contract for these services.

Bid Bond

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in the amount equal to \$10,000.00, as a guarantee on the part of the Contractor that he will, if called upon to do so accept and enter into a contract to perform the work covered by such proposal, at the rates state therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the award of a contract.

PROPOSAL EVALUATION AND SELECTION PROCESS

Overview of Proposal Evaluation/Selection Process

The City has attempted to provide proposers with a comprehensive statement of requirements through this RFP. Proposers are requested to make written proposals which present the proposer's qualifications and understanding of the work to be performed. Proposers must address each evaluation criteria and be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible, so that the City may properly evaluate your capabilities to provide the required goods/services.

Selection may be made of one proposer deemed to be fully qualified and best suited among those submitting proposals. Demonstrations and possible site visits may be conducted for the proposers so selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the proposers so selected. Price shall be considered, but will not be the sole determining factor. The City shall select the proposer which, in its opinion, has made the proposal that is most beneficial to the City, and shall award the Contract to that proposer. The City shall, in its opinion, select the proposer that offers the best combination of effectiveness and economy.

Two-Step Assessment

The City shall employ a two-step process in the assessment of the proposals that are received in response to the RFP for Solid Waste and Recycling Services. Initially, each proposal must satisfy the minimum requirements listed below. Failure to comply with or failure to complete any of the minimum requirements will eliminate the proposer from progressing to the evaluation phase of the selection process.

Step 1: Minimum Requirements

Proposer shall satisfy all minimum requirements, before proposer can advance to the evaluation process. Proposer shall provide the following:

1. Acknowledgement of Addenda. (Tab 1)
 - a. The proposer must in the cover letter acknowledge all addenda made to this RFP.
2. Performance Bond. (Tab 1)
 - a. The proposer will submit documentation to illustrate the entity's ability to acquire a performance bond in the amount of \$100,000 for the term of the contract. Letter must be from a corporate surety qualified to do business in Texas.
3. Bid Bond. (Tab 1)
 - a. Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in the amount equal to \$10,000, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract to perform the work covered by such proposal and at the rates stated therein and to furnish a corporate surety for its faithful

and entire fulfillment. Checks and bonds will be returned promptly after the award of a contract.

4. Conflict of Interest Statement completed. (Tab 3)
5. Disposal Facility, Recyclable Processing Facility, and Yard Trimmings Facility Capacity Compliance. (Tab 4)
 - a. Proposer must provide written documentation that the Disposal Facility, Recyclable Processing Facility, and Yard Trimming Facility will have sufficient capacity to meet the City's needs throughout the term of any Contract resulting from this RFP.
6. Experience. (Tab 5)
 - a. Proposer must provide documentation of experience in providing Solid Waste Collection services for a minimum of three (3) municipalities, in Texas, that have a minimum population of 15,000.
7. Insurance. (Tab 1)
 - a. The proposer will submit documentation to verify the entity's ability to acquire insurance coverage that complies with the insurance provisions described in the Contract. Examples of this documentation include a signed letter from an insurance provider certifying the proposer's ability of obtain the required insurance coverage.
8. Evidence, in form of substance satisfactory to the City, the Contractor has been in existence for at least five (5) years and possess not less than five (5) years' actual operating experience in refuse collection and disposal, and recyclables collection and processing. (Tab 5)
9. Disclose evidence of any civil or criminal complaints asserted against the Contractor or any of its principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners. (Tab 2)

Step 2: Proposal Evaluation Process Overview

Each proposer meeting the minimum requirements shall be reviewed, evaluated, and scored as part of a comprehensive proposal evaluation, in accordance with evaluation criteria defined in this RFP. The proposer's proposal will be a substantial part of the decision process to select a provider. Each proposal will be reviewed independently, based solely on the merits of the proposal. The proposals will then be scored and, if necessary, a short list of proposers will be selected for additional evaluation, proposer presentations, demonstrations, and reference checks. The City shall re-score the short-listed proposers based on the proposal and additional information, in accordance with Evaluation Criteria defined in this RFP.

Evaluation Criteria

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, their description, and the relative weight assigned to each (100 points maximum).

1. Pricing Schedule Evaluation – 40 points

- a. The City will evaluate price as an important factor, based on the pricing forms to be completed by the proposer.
- b. The points will be awarded by annualizing the proposer's costs and applying the following formula:

$$\text{Total points awarded} = 40 - 40 * \frac{(\text{Proposer's Bid} - \text{Lowest Bid})}{(\text{Lowest bid})} + \text{Bonus}$$

- c. To annualize the Residential and Small Commercial costs, 5,200 Residential and Small Commercial accounts, 250 additional residential carts, 50 additional recycling carts, 100 claw grabs, and 100 CY of resident transfer station deliveries will be factored in. To annualize the Commercial Unit and Commercial and Construction Roll-offs costs, counts will utilize existing City of Portland operations. Any container size or collection frequency that is not currently in use by the City of Portland will utilize a count of two (2) for the purposes of this calculation.
 - d. To recognize the reduced overhead and administrative burden to the City for Contractors that propose to complete all three packages (Contract Sections 5.01, 5.02, and 5.03) as a single contract, the Contractor shall receive five (5) bonus points as indicated in the formula. This bonus is available for each component of the evaluation. For example, if Contractor "A" bids on all three packages, it would receive bonus points when calculating the Commercial Unit Costs as a standalone package and would also receive bonus points when calculating the Commercial and Construction Roll-offs as a standalone package.
2. Experience and Performance History and References – 30 points
 - a. The City desires to partner with an organization that is committed to providing high quality Solid Waste and Recycling services, as demonstrated by the following evaluation elements:
 - i. Experience and Performance History
 - ii. References
 3. Method of Approach, Key Personnel, and Exceptions to Solicitation – 20 points
 - a. City will evaluate each proposer's proposed method of approach, key personnel, and exceptions to RFP.
 - b. To recognize the benefit to the citizens of having Contractors that propose to complete all three packages (Contract Sections 5.01, 5.02, and 5.03) as a single contract, the Contractor shall receive five (5) bonus points after scoring of this section is completed.
 4. Financial Capacity – 10 points
 - a. The City desires to partner with an organization with financial capacity.

AWARD OF CONTRACT

1. The award of the Contract shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP. Based

upon this requirement, the award may be made to the proposer that is not the low bidder based on price alone.

2. All proposals must be valid for a minimum of 180 days from the date of submission.
3. Additionally, although the City desires to contract with a single contractor for all work/services to be provided, the City reserves the right to split the work/services and deal with multiple contractors if it is deemed to be in the City's best interest.
4. All proposals submitted in accordance with the requirements of this RFP shall be considered offers to contract on the terms contained in the proposals and in this RFP and at the price offered by the Contractor. When the City awards a Contract to the Contractor, it will constitute an acceptance of that offer and a Contract between the City and the Contractor embodying the terms of this RFP and the proposal will become binding on the date of such award.
5. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitations, and the proposer's proposal, as negotiated.

Tab 1

Letter of Intent

The Letter of Intent shall be signed in accordance with this RFP and shall include the following statements:

1. Each proposal shall contain a statement that the proposal is a firm offer for a minimum of one hundred and eighty (180) calendar days from the opening date specified in this RFP.
2. Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in the amount equal to \$10,000, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract to perform the work covered by such proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the award of a contract.
3. Each proposal shall contain a representation as to accuracy and completeness of proposal. Suggested verbiage is "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts."
4. Letter of Intent shall identify the packages proposed, a summary of how proposer proposes to perform the scope of work, unique problems perceived by proposer, and their solutions.
5. The Letter of Intent must include documentation, in the form of an attachment, to illustrate the entity's ability to acquire a performance bond in the amount of \$100,000 for the term of the contract. Letter must be from a corporate surety qualified to do business in Texas.
6. The Letter of Intent must include documentation, in the form of an attachment, to verify the entity's ability to acquire insurance coverage that complies with the insurance provisions described in the Contract. Examples of this documentation include a signed letter from an insurance provider certifying the proposer's ability of obtain the required insurance coverage.

Tab 2
Statement of Organization

CITY OF PORTLAND SOLID WASTE AND RECYCLING
CONTRACTOR QUALIFICATIONS FORM

Instructions: Contractors responding to this RFP must complete and submit this Contractor Qualifications Form.	
Date Submitted:	
Response for Project:	City of Portland Request for Proposals Solid Waste and Recycling Services
Contractor's Company Name:	
Local Physical Address:	
City, State, Zip Code:	
Telephone No.:	
Email Address:	
Federal Employer Identification Number (EIN):	
Principal Point of Contact:	
License Number(s):	

1. TYPE OF BUSINESS:

IF CORPORATION: Year Company was established: _____
Number of years under present Ownership: _____

IF PARTNERSHIP:

Date of Organization: _____
Type of Partnership (Circle): General Limited Association

IF SOLE PROPRIETORSHIP:

Year Company was established: _____
Number of years under present Ownership: _____

Have you ever done business under any other name?
(Circle) Yes No If yes, list name(s)

2. FINANCIAL SUMMARY:

SURETY COMPANY: Surety must be "A" Rated and listed on the U. S. Department of Treasury's Listing of Certified Companies (see website: http://www.fms.treas.gov/c570/c570_a-z.html)

Name of Surety Company:

Agent Name: _____

Phone Number: _____

Contact Name: _____

Email: _____

Bonding Capacity Limits: *Attach letter from Surety stipulating Firm's Bonding Capacity.*

INSURANCE:

Attach Certificate of Insurance (Specimen).

COVERAGE TYPE	LIMITS
Workmen's Compensation:	_____
Excess / Umbrella Liability:	_____
General Liability:	_____
Automobile Liability:	_____

ANNUAL CORPORATE REVENUE/SALES VOLUME:

Annual Sales last three years:	2013	\$ _____
	2014	\$ _____
	2015	\$ _____
	2016 (to date)	\$ _____

DECLARATIONS:

- a. Has the Company failed to complete any Work awarded in the past seven (7) years?

Yes No

If yes, list Project Owner, Project Name, Description of Work, and the Circumstances involved on a separate sheet.

- b. Has the Company ever filed for Bankruptcy?

Yes No

- c. Has any Principal Owner(s) of the Company been debarred or suspended from contracting with a public entity?

Yes No

If "Yes," identify the public entity and the name and current phone number of a representative familiar with the debarment or suspension, and state the reason or circumstances surrounding the debarment or suspension, including the period of time for such debarment or suspension.

- d. Has any Principal Owner(s) or the Company received any disciplinary action from or is action pending by, any federal, state, or local authority?

Yes No

If “Yes,” state the name of the regulatory authority, date, and reason for completed or pending disciplinary action. Attach additional sheets as necessary.

CONTRACT TERMINATIONS AND LEGAL PROCEEDINGS:

- a. Has the Company been terminated or held in default on any contract in the past five years?

Yes

No

If yes, list Project Owner, Project Name, Description of Work, and the Circumstances Involved. Attach additional sheets as necessary.

- b. Has the Company been involved in contract-related legal or administrative proceedings, mediation, or arbitration, whether pending or concluded, in the past five years?

Yes

No

If yes, list Project Owner, Project Name, Description of Work, and the Circumstances Involved. Attach additional sheets as necessary.

SAFETY RATING:

List the Company’s Experience Modifier Rate (EMR) for the last three years:

2013 EMR _____
2014 EMR _____
2015 EMR _____

Tab 3

Conflict of Interest

An executed version of the Certificate of Interested Parties (Texas Ethics Commission Form 1295) and compliance with the rules and regulations as outlined by the Texas Ethics Commission will be completed and executed by the successful Respondent upon awarding of a Contract.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	_____ Title of officer administering oath
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

Tab 4

Method of Approach

All proposers must submit the following information, regardless of the service options for which the proposer is submitting a proposal.

1. Method of Approach Summary.

Proposer must provide a thorough description of the overall approach to providing Solid Waste and Recycling service and describe why this is the best approach for the City. The method of approach is to include the proposer's safety plan which must be implemented by the proposer in providing services to Customers.

2. Description of Personnel.

Proposer shall meet the personnel standards as set forth in Section 9.7 of this RFP and provide the following information:

- a. Organizational chart for key personnel;
- b. Key personnel résumés;
- c. Job descriptions indicating the qualifications and experience of key personnel;
- d. Identification of the amount of time each individual will be dedicated to work on any Contract resulting from this RFP;
- e. Names and phone numbers of municipal references of each key personnel;
- f. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient. Proposers must describe the educational requirements for personnel by position;
- g. Identification of training programs for personnel, including safety training; and
- h. Description of dress code that is required for personnel.
- i. At a minimum, key personnel shall include general manager, operations manager, maintenance manager and other personnel that will have regular contact with the City, City personnel, and City Customers.

3. Service Yard.

Proposer must identify the location of the service yard they propose to use. The service yard may be the same location as the local office. The service yard is not required to be located in the City.

4. Disposal Facility and Recycling Facility.

Proposer shall describe the Disposal facility, Recycling facility, and Yard Trimmings facility to be used to provide service to the City. For each facility, proposer shall provide the following:

- a. Name of facility;
- b. Owner(s) of facility;
- c. Operator of facility;

- d. Location of facility;
 - e. Level of equipment maintained at the facility;
 - f. Proof that such facility is able and willing to accept material collected from the City;
 - g. Total remaining capacity of facility for the term of the agreement;
 - h. Annual tonnage disposed/processed at facility in 2014 and 2015; and
 - i. Required local, state, or national permits for the facility; and
 - j. For the Recycling facility, proposer shall identify whether the City may include additional recyclable materials, as program recyclable materials, at no additional cost.
5. Transition Plan. (If necessary)
- If applicable, proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the Contractor(s). In the transition plan, proposer must describe the following:
- a. Individual or group of individuals that will oversee the transition;
 - b. Proposed approach, including equipment, personnel, and schedule, for delivering containers to customers. Proposers shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers used by the current provider. Proposers will describe the procedure for Collection in the event that customers set out materials in both the existing containers and the new containers, (if applicable) for collection during the transition period;
 - c. Overall schedule for the transition, including the timeline in which the proposed schedule will be implemented;
 - d. Proposed strategies for customer service and public education regarding the potential transition of service providers.
6. Customer Service.
- Proposers shall provide the following customer service information within their proposals:
- a. Location of customer service office;
 - b. Hours of operation; and
 - c. Description of customer complaint resolution procedures.
7. Description of how the proposer plans to meet or exceed the customer complaint resolution procedures.
8. Public Education.
- Proposer shall provide the following public education information within their proposals:
- a. Description of overall public education program to be provided by proposer to customers;
 - b. Strategies to ensure proper setout of materials for collection;
 - c. Description of proposer's personnel that have expertise in public education who will be available to provide technical support for public education efforts; and

- d. Sample public education materials that have been developed by the proposer for use in other municipalities for similar programs or service transition.

9. Specific Method of Approach Information Required.

All proposers must submit the following information:

- a. Description of Collection Vehicles. Proposer shall describe collection vehicles proposed for Solid Waste, Recycling, Bulky Waste, and Yard Trimmings services, including all front-line and back-up vehicles. Description must include the following:
 - i. Make, model, age, and description of each proposed vehicle by type of Solid Waste and Recycling service;
 - ii. Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
 - iii. Photos of each type of vehicle;
 - iv. Number of front-line and back-up by type of Solid Waste, Recycling, Bulky Waste, and Yard Trimmings service;
 - v. Description of maintenance program (inclusive of preventative maintenance, cleaning, and repairs) and vehicle replacement schedule; and
 - vi. Timeline for acquisition of vehicles.
- b. Description of Carts. Proposer shall describe containers that will be used to collect solid waste and recyclables.
 - i. The description must include the following:
 - i. Manufacturer, make, color, and logos on the containers;
 - ii. Capacity of the containers;
 - iii. Photos of each type of container;
 - iv. Timeline for acquisition of containers;
 - v. Description of purchase/financing for containers;
 - vi. Descriptions of program to store, repair, and switch-out containers for customers; and
 - vii. Description of program to maintain containers, including frequency of cleaning and any fees associated with excessive container maintenance.
 - ii. Proposers must offer, at a minimum, Front-Load containers of the following sizes: two (2) cubic yard, four (4) cubic yard, six (6) cubic yard, eight (8) cubic yard, and ten (10) cubic yard. Proposers may offer additional Non-Residential, front-load container sizes.

Tab 5
Experience and Performance History

Proposer must disclose the amount of time that proposer has been performing service under its current business name. Proposers shall provide a list of communities similar to the City for which the proposer, or any affiliate, has provided similar services to those for which proposer is submitting a proposal. City reserves the right to contact such communities to inquire about performance.

Proposers must submit the following information regarding each community:

1. Description of services;
2. Estimated number of Customers serviced;
3. Quantity of material collected and disposed;
4. Quantity of material collected and recycled; and
5. Dates of service.

Proposer shall disclose any contract in the past five (5) years that ended prior to the Contract expiration date due to any of the following reasons:

1. Assignment of the agreement to another vendor;
2. Termination of the agreement;
3. Mutual agreement with the Customer to discontinue service; and/or
4. Other reason.

Proposers must disclose any litigation that occurred as a direct result of service agreements for similar services for which proposer is submitting a proposal.

Tab 6 References

Proposer shall provide a minimum of three (3) references from senior officials at public agencies, cities, or towns served by the proposer or any affiliate of the proposer, since January 1, 2011, with services substantially similar to those for which the proposer is submitting a proposal. Letters of reference will be accepted.

Proposer must provide the following information:

1. Name of the contact person, phone number, and e-mail address;
2. Description of services;
3. Estimated number of Customers serviced;
4. Quantity of material collected and disposed;
5. Quantity of material collected and recycled; and
6. Dates of service.

Tab 7
Exceptions to RFP

Proposers who wish to propose modifications to the RFP, including the standard terms and conditions, must clearly identify the proposed deviation and any proposed substitute language and pricing. The provisions of the RFP, including the standard terms and conditions, cannot be modified without the express written approval of the City. Bids given on the Bid Form (Tab 9) shall not include these exceptions.

Tab 8
Financial Capacity

Proposers must submit sufficient information to demonstrate the proposer’s financial capacity to handle a Contract for the services for which the proposer is submitting a proposal. Examples of documentation that may fulfill this requirement include, but are not limited to, audited financial statements for the last three (3) years; proposers must also disclose whether they have ever filed for bankruptcy.

Tab 9
City of Portland Solid Waste and Recycling Services
Bid Form

It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or administrative billing fees. All franchise fees and/or administrative billing fees will be determined by the City and added to the base proposal provided by the Contractor. One rate will be then established for the Customer which includes the base proposal, and/or administrative billing fee. The undersigned having carefully read and considered the terms and conditions of the contract documents for refuse collection and disposal for the City of Portland, Texas, 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 contract documents at the rates hereinafter set forth:

NOTE: Contractors may bid on any combination of Items A, B, and C.

ITEM A—AUTOMATED RESIDENTIAL AND SMALL COMMERCIAL SERVICES (Contract Section 5.01):

Approximate Number of Residential Units	Monthly Price	Extended Annual Price (# of Units Times Monthly Price Times 12)
5,200	\$	\$

Note: The contract will be paid on a monthly per unit price dependent on actual quantities.

OTHER ALTERNATE ITEMS

Modify recycling service to once a week collection \$ _____
 Additional per unit cost per month

Additional Solid Waste Cart at a location \$ _____
 Per unit cost per month

Additional Recycling Cart at a location \$ _____
 Per unit cost per month

Extra Brush or Bulky Collection at a location \$ _____
 Per "claw" grab at a single location

Section 501.c.vii residential transfer station requirements \$ _____
 Per CY

ITEM B—COMMERCIAL SERVICES (per Contract Section 5.02)

Dumpster Fees

Container Size	Weekly Collection Frequency					
	1	2	3	4	5	6
2 yd	\$	\$	\$	\$	\$	\$
3 yd	\$	\$	\$	\$	\$	\$
4 yd	\$	\$	\$	\$	\$	\$
6 yd	\$	\$	\$	\$	\$	\$
8 yd	\$	\$	\$	\$	\$	\$
10 yd	\$	\$	\$	\$	\$	\$

Commercial Recycling Fees

Container Size	Weekly Collection Frequency					
	1	2	3	4	5	6
2 yd	\$	\$	\$	\$	\$	\$
3 yd	\$	\$	\$	\$	\$	\$
4 yd	\$	\$	\$	\$	\$	\$
6 yd	\$	\$	\$	\$	\$	\$
8 yd	\$	\$	\$	\$	\$	\$
10 yd	\$	\$	\$	\$	\$	\$

ITEM C—COMMERCIAL AND CONSTRUCTION ROLL OFF CONTAINER FEES (per Contract Section 5.03) ⁴

Roll-off Size ¹	Collection Rate (per collection) ²
20 CY	\$
30 CY	\$
40 CY	\$
Miscellaneous Fees	
Roll-off delivery- one-time charge	\$ per delivery
Roll-off Rental Fee ³	\$ per month
Roll-off Rental Fee	\$ per day
Disposal Rate Type I Landfill per Ton	\$ per ton
Disposal Rate Type IV Landfill per Cubic Yard	\$ per cubic yd
Notes:	
<ol style="list-style-type: none"> 1. Proposer is required to provide pricing for 20 CY, 30 CY, 40 CY. Blank rows may be used to propose rates for additional Roll-off sizes. Proposal of additional Roll-off sizes is optional. 2. Collection Rate shall be the per-collection rate for collection of Roll-off and return of Roll-off. 3. This rate is for the rental of the Roll-off, provided by the Contractor to the Customer. 4. All rates are exclusive of the franchise fee adopted by the City. 	

ALTERNATIVE INITIAL AGREEMENT TERMS

In Bid Items A, B, and C, fees were based on a five (5) year initial term for the Agreement. The City would consider an initial term of three (3) years and seven (7) years. To understand whether it is in the best interest of the City and Customers to have an initial term of three (3) years or seven (7) years, the City requests proposers to identify the price impact, if any, to be applied to all fees in Bid Items A, B, and C if the City elects the following:

Three (3) year initial term: _____% price _____ (identify if increase or decrease)

Seven (7) year initial term: _____% price _____ (identify if increase or decrease)

E. COST IMPACT FOR BUNDLED SERVICES

As specified in the evaluation criteria in this RFP, proposers that bid all three services (Items A, B, and C) will receive higher scoring than proposers that submit for only a single service. Additionally, proposers should identify cost savings available to the City for bundling services together under a single Contractor.

If Items A and B are bundled: _____% price decrease

If Items A and C are bundled: _____% price decrease

If Items B and C are bundled: _____% price decrease

If Items A, B, and C are bundled: _____% price decrease

STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

This Agreement is entered into between the City of Portland (“City”), whose address is 1900 Billy G. Webb Drive, Portland, Texas 78374 and _____ (“Contractor”), whose address is _____.

Article 1 - Recitals

- 1.01. The City Council has determined that the continued privatization of solid waste collection and disposal is beneficial to Portland residents and businesses.
- 1.02. The City issued a Request for Proposal for Solid Waste Collection and Disposal Services on July 21, 2016. The proposals were opened and publicly read on August 25, 2016. The City Council has determined that the Contractor provided the best bid.
- 1.03. The Parties agree that the Contractor shall have sole and exclusive franchise, license, and privilege to provide collection services for residential, commercial, and recycling within the corporate limits of the City.

Article 2 – Effective Date

- 2.01 The term for this Agreement shall be for the period beginning on March 1, 2017, at 12:00 a.m., the “Effective Date” of this Agreement, and continuing until February 28, 2022 at 11:59 p.m. The Agreement may be renewable for up to two (2) subsequent five (5) year periods upon mutual written consent of the Contractor and the City.

Article 3 – Definitions

- 3.01 Brush. Brush includes tree wood and/or bush branches, marsh plants such as cattails and tropical grasses such as bamboo and all other similar plant life, twigs and trimmings that are generally too large or otherwise impractical to place in the cart.
- 3.02 Bulky Waste. Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.
- 3.03 Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site.

- 3.04 Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately 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, purchased with a minimum ten (10) year manufacturer's warranty and approved in advance by the City.
- 3.05 City. The City of Portland, Texas, and the City's officers, elected officials, employees, agents, volunteers, and representatives.
- 3.06 City Facility. A City owned or operated facility. The City Staff has the sole authority to add or eliminate City Facilities to receive City Services. Current facilities include City Hall, Police Department, Public Works, Community Center, Senior Center, Fire Department, Wastewater Treatment Plant, Aquatic Center, Sports Complex, Municipal Park, Library, and six pocket parks.
- 3.07 City Staff. The City Manager or his/her designee.
- 3.08 Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.
- 3.09 Commercial Unit. All units requiring collections that are not Residential or Small Commercial Units.
- 3.10 Construction or Demolition Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics." This term does not include waste generally associated with minor construction or demolition projects, including carpet, carpet pads, fence pickets, toilets, and sinks.
- 3.11 Contractor's Representative. Contractor's 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.
- 3.12 Curbside. The location within two (2) feet of the curb of the street abutting such property that provides primary access to the Cart as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.
- 3.13 Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in the Contract Area, and that has a City utility account that is billed for Garbage service on a monthly basis.

- 3.14 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.
- 3.15 Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.
- 3.16 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.
- 3.17 Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately ten (10) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.
- 3.18 Dwelling Unit. Any 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.
- 3.19 Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.
- 3.20 Garbage. In accordance with 30 Texas Administrative Code § 330.3, 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.” This definition includes any and all dead animals of less than ten (10) pounds weight, except those slaughtered for human consumption.
- 3.21 Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.
- 3.22 Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, 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.”
- 3.23 May or Should. Not mandatory but permissible.

- 3.24 Non-Residential Unit. An improved property, located in the City, other than a Residential Unit.
- 3.25 Recyclable Materials. In accordance with 30 Texas Administrative Code § 330.3, defined as “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.” This definition includes, but is not limited to, the following:
- a. Recyclable Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.
 - b. Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.
 - c. Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.
 - d. Recyclable Aluminum and Steel: Any food and beverage containers, cans, bi-metal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.
- 3.26 Recycling or Recycle. In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.”
- 3.27 Recycling Cart. A Cart exclusively utilized for Recycling Services.
- 3.28 Recycling 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 Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

- 3.29 Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for processing.
- 3.30 Refuse. A 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 degrees F to 1800 degrees F), but not including construction debris.
- 3.31 Resident. A person whom resides at a Residential Unit.
- 3.32 Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.
- 3.33 Residential Services. Solid Waste Services, Bulky Waste Services, and Recycling Services for Residential Units.
- 3.34 Roll-off. A watertight receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.
- 3.35 Roll-off Compactor. A Roll-off with a Compactor.
- 3.36 Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”
- 3.37 Shall or Must. Mandatory and not merely directory or optional.

- 3.38 Small Commercial Unit. All commercial establishments requiring collections in the same manner as residential units, with service by carts rather than by dumpster.
- 3.39 Single Stream. System in which all Program Recyclable Materials are commingled and that do not require the Generator to separate prior to Collection.
- 3.40 Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, 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:
- a. solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b. 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
 - c. waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the 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.).
- 3.41 Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.
- 3.42 Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.
- 3.43 Special Accessible Service. For all Units, that request so in writing to the City, the Contractor shall provide collection service to carts by moving them from their normal location on the lot (typically near a garage, in the side yard, or similar location) to the location required for collection. The carts shall be returned to their original location once collection is completed.
- 3.44 Special Waste. In accordance with 30 Texas Administrative Code § 330.3, 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:

- a. Class 1 industrial nonhazardous waste;
- b. 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);
- c. untreated medical waste;
- d. municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- e. septic tank pumpings;
- f. grease and grit trap wastes;
- g. wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f);
- h. slaughterhouse wastes;
- i. dead animals;
- j. drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- k. pesticide (insecticide, herbicide, fungicide, or rodenticide);
- l. discarded materials containing asbestos;
- m. incinerator ash;
- n. soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices);
- o. used oil;

- p. waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter;
 - q. waste generated outside the boundaries of Texas that contains:
 - I. any industrial waste;
 - II. any waste associated with oil, gas, and geothermal exploration, production, or development activities; Or
 - III. any item listed as a special waste in this paragraph
 - r. lead acid storage batteries; and
 - s. used-oil filters from internal combustion engines.”
- 3.45 Unit. Residential and Non-Residential Units that qualify for services requested in this RFP.

Article 4 – Scope of Work

- 4.01 The work under this Agreement shall consist of all the supervision, materials, equipment, labor, and all other items necessary to complete said work in accordance with the Agreement. The work under this Agreement does not include the collection of any increased volume resulting from a flood, hurricane, or similar act of God over which the Contractor has no control. The City has a history of having high seasonal weather related peaks for bulk and brush that are included in the base service levels the Contractor will provide.
- 4.02 It is the intent under this Agreement for the Contractor to collect certain source separated commodities to be recycled. The Contractor will not be required to collect those commodities which are mixed garbage, trash and rubbish normally collected by sanitation crews. The Contractor will tag the container as being unacceptable for collection.
- 4.03 In case of a storm, flood, hurricane or other disaster or other Acts of God, the City shall grant the Contractor reasonable variances from regular schedules and routes. In case of a storm or other disaster or other Acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.
- 4.04 All collection activities shall conform to all City of Portland ordinances, rules, and regulations, including City of Portland Code of Ordinances Chapter 21 and 23 regarding maximum allowable vehicle weights and solid waste collection services.

- 4.05 The Contractor for residential services shall remove and dispose, at the Contractor's expense, the carts from the existing contractor in the event the existing contractor fails to remove the carts.

Article 5 – Type of Collection

[REQUEST FOR PROPOSAL NOTE: IF THE CONTRACT AWARD IS SPLIT AMONGST MULTIPLE CONTRACTORS, THE FINAL CONTRACT WILL INCLUDE THE COMBINATION OF 5.01, 5.02, AND 5.03 AS APPROPRIATE. FOR EXAMPLE, IF A CONTRACTOR BIDS AND IS AWARDED JUST THE COMMERCIAL AND CONSTRUCTION ROLL-OFF SERVICE, SECTIONS 5.01 AND 5.02 WILL BE STRUCK-OUT AND SECTION 5.03 WILL REMAIN.]

5.01 Residential and Small Commercial Service

- a. Contractor shall provide automated curbside collection service for the collection of Residential Solid Waste and Small Commercial Solid Waste to each such Residential and Small Commercial Unit one (1) time per week per the route map in Exhibit "A". Each Residential Unit and Small Commercial Unit will be given one (1) 96-gallon cart for solid waste collection. Additional carts are available at the established rates. All solid waste must be placed in the cart so that the lid closes properly. No outside solid waste will be collected in addition to the contents of the cart. Carts must be placed at curbside by 8:00 a.m. on the designated collection day.
 - i. The Contractor shall provide special accessible service to all units requesting the service.
- b. Contractor shall provide automated curbside collection service for the collection of single-stream Recyclable Material from each Residential Unit and Small Commercial Unit every other week, or 26 times per year per the route map in Exhibit "A". Each Residential Unit and Small Commercial Unit will be given one (1) 96-gallon cart for recyclable collection. Additional carts are available at the established rates. All recyclables must be placed in the cart so that the lid closes properly. No outside recyclables will be collected in addition to the contents of the cart. Carts must be placed at curbside by 8:00 a.m. on the designated collection day.
 - i. The Contractor shall provide special accessible service to all units requesting the service.
- c. Contractor shall provide for the monthly collection from Residential Units of Brush and Bulky Waste per the route map in Exhibit "A". The monthly collection of Brush and Bulky Waste shall include Brush and shall be a part of the basic bid.
 - i. An unlimited volume of Brush and Bulk waste per residence will be collected by the Contractor. The Contractor may opt to use a Composting Facility outside the City limits for the disposition of Brush or other green waste. However, the City will not place additional or special

- requirements on residents to separate or prepare green waste for this purpose.
- ii. Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any appliances containing refrigerants must be tagged certifying that all CFCs, chlorofluorocarbons, have been removed by a certified refrigerant technician prior to their placement for collection.
 - iii. The base service levels include seasonal peaks which may consist of typical damage from high winds, lighting, spring, or fall trimmings, etc. The Contractor will need to provide agility with management and resources to anticipate and accommodate for these seasonal peaks.
 - iv. There are no limitations on volumes. Loose items should be placed in containers such as boxes for safe, manageable collection. If items are too heavy or too long to be loaded by grapples/claw equipment, the Contractor will leave an English/Spanish tag on the item or residence door to notify the customer of the specific problem, resolution options and contact information for assistance. Additionally, the oversize notice will be recorded, and the City’s Public Works Department will be notified. The City-provided base residential Bulky and Brush Service is only intended to include items generated on the residential premise where the service is received.
 - v. The City-provided base residential Bulk and Brush service does not include on-site construction or remodel demolition debris removal. Debris related to small scale home repairs should not be considered “construction debris.” This term does not include waste generally associated with minor construction or demolition projects, including carpet, carpet pads, fence pickets, toilets, and sinks.
 - vi. Requests for disposal of Brush and Bulky Waste during times other than the regularly scheduled collection day or on Light Commercial and Commercial Units will be considered outside of base schedule service and be billed an extra fee as provided in Exhibit “B”.
 - vii. Residential customers will have access to the transfer station during normal operating hours that the Contractor uses and will be able to take one pick-up load or one small trailer not exceeding 3 yards of construction debris or yard waste to the transfer station for a fee included in Exhibit “B” paid at the gate with proof of residency in the form of a municipal water bill and driver’s license presented at the time of delivery.
- d. The Contractor may provide for the special collection of Hazardous Waste and Biohazard Medical Waste at Commercial Units and Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.
 - e. Residential and Small Commercial accounts shall be billed and collected by the City, including all administrative and billing fees.

5.02 Commercial Unit Collections

- a. The Contractor shall provide collection and disposal of solid waste via dumpsters.
- b. Commercial Unit accounts shall be billed and collected by the City, including all fees.
- c. There shall be no cost for City facilities. Solid waste collection and disposal shall be via dumpster or cart as determined by City Staff.

5.03 Commercial and Construction Roll-offs

- a. For Customers requesting solid waste collection via Roll-off(s), the Contractor shall collect, on request of the Customer, all solid waste and construction debris in a Roll-off. The Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.
- b. The Contractor shall provide, at no cost to the City, up to six (6) forty (40) yard Roll-offs to be located within the City's Public Works yard for the use of City Staff and, if needed, as an intermediate collection point for the Contractor's Brush and Bulky Waste collection services.
- c. The City, during the duration of this Agreement, may determine that a citizen drop-off or collection station should be established at the Public Works Center or at another location within the City. In the event of this determination, and recognizing that as a result the collection of brush, bulky, and solid waste materials would be reduced, the Contractor shall provide, at no cost to the City, additional Roll-off containers in a sufficient quantity to meet the demand. The citizen drop-off or collection station would be available only to City of Portland residents.
- d. Construction Roll-off requests and billing shall be performed by the Contractor.

Article 6—Performance Standards

6.01 The Contractor (and its drivers, employees, and agents) shall adhere to the following performance standards:

- a. Carts shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic or damaging landscaping;
- b. Dumpsters and Roll-offs shall be replaced upright within eighteen inches (18") of the Customer's placement, without obstructing traffic or damaging landscaping;
- c. The Contractor shall not leave loose material, which during collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the collection operations;
- d. The Contractor shall maintain a consistent route schedule and comply with provisions related to hours of service;
- e. Collection schedules shall be consistently performed as to morning or afternoon collection times;

- f. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
 - g. The Contractor will not use vehicles that leak oil, hydraulic fluid, or other substances, or present an unhygienic or unsafe appearance.
 - h. The Contractor shall comply with the Customer complaint resolution provisions of any Contract resulting from this RFP.
- 6.02 Methods of measuring performance standards may include: monthly customer satisfaction survey calls made to randomly selected customers, customer communication records, service monitoring, operational records, and employee interviews.
- 6.03 Spillage and Leakage.
 - a. Contractor shall clean up any materials, including leakage of fluids, spilled from Contractor's vehicles.
 - b. During transport, all materials shall be contained, covered, and enclosed so that spilling and leakage of materials does not occur.
 - c. Contractor shall be responsible for the cleanup of any spillage or leakage from its vehicles.
 - d. Contractor shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage.
 - e. Contractor shall not leave the spill or leak from its vehicles unattended.
 - f. Contractor will carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks.
 - g. If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by Contractor, its vehicles or employees, the Contractor will use all reasonable means available to remove the stain and restore the facility to the satisfaction of the City staff.
- 6.04 Litter and Odor.
 - a. Contractor shall clean up any litter caused by the provision of services in connection with any Contract resulting from this RFP.
 - b. Collection equipment shall be maintained as to prevent odors. The Contractor shall routinely clean collection equipment, so as to maintain a standard of cleanliness.
 - c. Collection equipment shall be contained, covered, tied, or enclosed to prevent spilling or blowing out when hauling.
- 6.05 Personnel. The Contractor shall provide all personnel required to perform the scope of services. For the term of the agreement, the Contractor shall maintain the following personnel:
 - a. 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day via telephone call from the City;

- b. Operations manager qualified to be in charge of the operations under this Agreement;
- c. Any other personnel required to provide the scope of services;
- d. Contractor will hire and maintain qualified personnel to provide the scope of services;
- e. Personnel who normally or regularly come into direct contact with the public: the Contractor shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;
- f. Personnel operating collection vehicles: the Contractor shall ensure such personnel have a valid commercial driver's license;
- g. All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers, be barred from further work in connection with this Agreement.

6.06 Vehicles, Equipment, Carts, Dumpsters, and Roll-offs.

- a. The Contractor shall maintain an adequate number of vehicles, collection equipment, carts, dumpsters, and roll-offs to fulfill the obligations of this Agreement, service new accounts, and replace defective or missing items.
- b. All vehicles, equipment, carts, dumpsters, and roll-offs shall be kept in good repair, appearance, and in a sanitary condition. In the event of a change of Contractor from the contractor under contract ending on February 28, 2017, all carts utilized under this Agreement must be delivered in new condition for service beginning on March 1, 2017. All other vehicles, equipment, dumpsters, and roll-offs shall begin service on March 1, 2017 in good repair, appearance, and sanitary conditions. The Contractor shall remove any graffiti from the same.
- c. All vehicles, collection equipment, carts, dumpsters, and roll-offs shall bear the name of the Contractor.

6.07 Performance Penalties.

- a. The Table of Performance Penalties in Exhibit "C" references performance criteria defined throughout the Agreement specifications and monetary damages associated with each. The acts or omissions, within the control of the Contractor, in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Performance Penalties. Performance Penalties may be deducted from the monthly payment due to the Contractor as determined by the City.
- b. The Missed Collection item in the Performance Penalties table is intended to communicate a priority expectation by providing incentive through tracking and measurement. This is an objective measure that takes into account the subjectivity inherent in the services provided.

Article 7 – Disposal Facilities

- 7.01 Disposal Site. The Contractor shall dispose of all solid waste materials collected in connection with this Agreement, at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.
- 7.02 Recycling Facility. The Contractor shall process and market all Recyclable Materials collected, in connection with this Agreement, at a Recycling Facility. For Bulky Waste collected in connection with the contract that shall be recycled, Contractor shall process and market such Bulky Waste at a Recycling Facility. The Recycling Facility shall be licensed and permitted, as required by all governmental bodies having jurisdiction for disposing of solid waste.

Section 8 – Hours of Operation and Holidays

- 8.01 Residential collections shall be scheduled by address Monday through Thursday. No collection shall be made on Fridays through Sundays unless the Contractor is directed to do so by the City. Residential collection shall occur between 8:00 a.m. and 7:00 p.m. on the scheduled collection day(s).
- 8.02 The Contractor shall discuss with each commercial business its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in a neighborhood.
- 8.03 The Contractor may observe New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall request proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by City Staff. Suspension of service for any holiday shall not relieve Contractor of its obligation to provide collection service in frequencies provided for in this Agreement. Should the Contractor observe a holiday, Contractor shall provide collection service to skipped customers on Friday as its catch-up day.

Section 9 – Customer Service

- 9.01 Customer Service Office. In order to provide a high quality of customer service, the Contractor shall, at its own expense, provide and staff an office facility to receive customer calls and provide face to face service.

- a. The Contractor shall maintain, at its own expense, a dedicated, local telephone line to receive City Customer complaints or comments from 8:00 a.m. until 5:00 p.m., local time, Monday through Friday.
 - b. The Contractor shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from City Customers.

- 9.02 Contractor shall provide professional quality informational educational materials prior to beginning or amending service. City Staff shall approve all informational materials and the Contractor shall distribute the materials to residents or businesses at the Contractor's sole expense prior to commencing or amending service.

- 9.03 Recordkeeping and Reporting. The Contractor shall submit electronic reports of the records, 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 Contractor shall create, maintain, and deliver to the City the following records:
 - a. Document solid waste and bulky waste tonnage delivered to disposal facility;
 - b. Document recyclable materials delivered to recyclable processing facility;
 - c. Document commercial collection activity by container size and frequency of pick up;
 - d. Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
 - e. Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's reporting requirements; and
 - f. Other recordkeeping and reporting requirements as agreed upon by City and Contractor.

- 9.04 The Contractor shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
 - a. All Customer complaints about services shall be made and routed directly to the Contractor and shall be given prompt and courteous attention. Contractor shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
 - b. In the case of alleged missed collections, the Contractor shall make every effort to collect the material on the same day; but it must be collected within twenty-four (24) hours after the complaint is received. Unless otherwise specified in this Contract, should the Contractor for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the City's cost as well as bill or deduct the Contractor's pro-rata unit charge or rate for providing the service.
 - c. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. City staff shall contact the Contractor to review

the complaint. Contractor shall have five (5) business days from the date City staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If the Contractor cannot demonstrate that it met the performance standards outlined in this Contract within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on Contractor.

Section 10 – Safety

10.01 The Contractor shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. The provisions in the Manual of Accident Prevention and Construction of the Associated General Contractor of America shall constitute the standard of care applicable on the project. It is the intent of this Agreement that the safety precautions are a part of the Contractor's technique and processes for which Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Contractors shall provide copies of all Hazardous Materials and waste data sheets to the Portland Fire Department marked Attn: Fire Marshal.

Section 11 – Insurance

11.01 The Contractor shall procure and maintain, at its sole cost and expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work by Contractor, his agents, representatives, volunteers, employees, or subcontractors. The Contractor must maintain the following insurance coverage during the term of the Agreement:

- a. Certificate of insurance documenting the following insurance must be provided by the Contractor prior to commencement of work under any Contract resulting from this RFP.
- b. Workers' Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements should contact the TWCC at (512) 440-3789).
- c. Commercial General Liability Insurance, at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations,

employees, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

- d. Automobile liability insurance shall be no less than \$1,000,000 each occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
- e. Policies shall be endorsed to provide the City of Portland a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Portland as an additional insured on General Liability and Auto.
- f. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation.
- g. Noncompliance may result in the termination of this Agreement.

Section 12 – Indemnification

THE CONTRACTOR HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

- a. THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE CONTRACTOR (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY CONTRACTOR TO PERFORM UNDER THIS AGREEMENT) RELATING TO THIS AGREEMENT; OR
- b. ANY ACTION OR FAILURE TO ACT BY THE CONTRACTOR (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE CONTRACTOR TO PERFORM UNDER THIS AGREEMENT IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT; OR
- c. ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE CONTRACTOR TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS AGREEMENT.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE CONTRACTOR, WHETHER THE CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT, AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE CONTRACTOR HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS

INTERESTS AND THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL. CONTRACTOR'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT AND SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

- d. The following procedures shall apply to indemnification under this Agreement:
- i. Notice of Claims. If the City or the Contractor receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - 1. A description of the indemnification event in reasonable detail;
 - 2. The basis on which indemnification may be due; and
 - 3. The anticipated amount of indemnified loss;This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that the Contractor is prejudiced, suffers loss, or incurs expense because of the delay.
 - ii. Defense of Claims. The Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Contractor must advise the City as to whether or not it will defend the claim. If the Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.
- e. Continued Participation. If the Contractor elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Contractor may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Contractor does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 13 – Remuneration

13.01 The City shall submit bills to and collect payment from Residential, Small Commercial, and Commercial Unit accounts for services provided by the Contractor. The Contractor

shall bill the City for services rendered to Residential, Small Commercial, and Commercial Unit accounts on a monthly basis, on or before the fifteenth (15th) day of the month following the month services were rendered. The City shall pay the Contractor within thirty (30) days of receipt of the invoice, less any necessary adjustments. Roll-offs will be billed and collected directly by the Contractor.

Section 14 – Rate Adjustments

- 14.01 Following the second year of the agreement and every year thereafter, the Contractor may submit to the City a written proposal for a rate increase encompassing commercial services. Following the third year of the agreement and every year thereafter, the Contractor may submit to the City a written proposal for a rate increase encompassing residential services. Such proposals shall be based upon increases in the Consumer Price Index. The request must be submitted ninety (90) days prior to its effective date. The base rate may be adjusted to reflect changes in the cost of living and operations, as reflected by fluctuations in the Consumer Price Index (CPI) for All Urban Customers, All U.S. City Average, All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The data is currently located at <http://data.bls.gov/timeseries/CUSR0000SA0>. Should the increase in CPI be less than 1% in any given service year, the City may elect to delay the increase for one year until the following increase is due.
- 14.02 The CPI increase or decrease to take effect on any March 1 shall be calculated using the CPI data from the 24 months preceding the month of July prior to the CPI increase request. As an example, for a CPI increase to take effect on March 1, 2014, the following calculations yield a 1.72% CPI increase:

Month	08/2011	09/2011	10/2011	11/2011	12/2011	01/2012	02/2012	03/2012	04/2012	05/2012	06/2012	07/2012				
Date	226.106	226.597	226.75	227.169	227.223	227.86	228.377	228.894	229.286	228.722	228.506	228.475				
Month	08/2012	09/2012	10/2012	11/2012	12/2012	01/2013	02/2013	03/2013	04/2013	05/2013	06/2013	07/2013				
Date	229.844	230.987	231.655	231.278	231.272	231.641	233.005	232.313	231.856	231.895	232.357	232.749				
Year over year change	1.65%	1.94%	2.16%	1.81%	1.78%	1.66%	2.03%	1.49%	1.12%	1.39%	1.69%	1.87%	Rolling 12-month average	CPI Increase Effective 3/1/14	1.72%	

Section 15 – Bond and Power of Attorney

15.01 Performance Bond.

- a. The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of \$100,000.00 over the term of the Contract. The bond shall be placed prior to operations by the Contractor.

- b. The premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- c. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Texas.

15.02 Power of Attorney.

- a. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 16 – General and Special Conditions

16.01 Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the contractor without the express written consent of the City; in the event of any assignment, the assignee shall assume the liability of the Contractor.

16.02 The parties agree that the Contractor shall perform all work as an Independent Contractor and shall have the full power and authority to select the means, manner and method of performing its obligations under the Contract without control or direction by the City. Under no circumstances is Contractor considered to be, nor shall Contractor hold itself out as, an employee, agent or partner of the City.

Section 17 – Damage to Property

17.01 Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage unless a longer period of time is approved in writing by City Staff, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

17.02 If Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage or the longer period of time approved in writing by City Staff, City Staff may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

Section 18 – Interruption of Service and Default

- 18.01 Interruption in Service. In the event that collection and disposal services should be interrupted by any reason, for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purpose of maintaining this necessary service to its residents in order to provide and protect the public health and safety. The City shall deduct those costs from the regular invoice and not be billed from the Contractor for those services.
- 18.02 Excessive Interruption in Service. If the interruption continues for a period of seventy-two (72) hours, then the City shall have the right to terminate this contract without, in any manner, affecting the Contractor's liability to the City hereunder for such breach and any damages, whether direct or consequential, arising from such breach, and/or the right to expect performance of the Contractor's responsibilities under the term of the surety bond required by this Agreement or, at the City's choosing, may opt to have collection and disposal services performed by another contractor and charge the original contractor for said services.
- 18.03 Default. Contractor shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Agreement agreed and covenanted by the Contractor to be observed and performed, and according to the true intent and meaning of said Agreement. Failure to comply with this section of said Agreement, unless otherwise excepted, shall be considered default of the contract.

Section 19 – Termination

- 19.01. This Agreement is terminable by either party on sixty (60) days' written notice to the other party. At the termination of the Agreement, each party will remit to the other any unpaid debts or unearned compensations that may have accrued or been prepaid up to the date of termination. Compensation will not be provided for any services not completed upon the termination of the Agreement.

WHEREFORE, witness our signatures binding the respective parties effective the _____ day of _____, 2016.

AGREED: THE CITY OF PORTLAND

By: _____
Randy Wright, City Manager

Date: _____

ATTEST:

Annette Hall, City Secretary

AGREED:

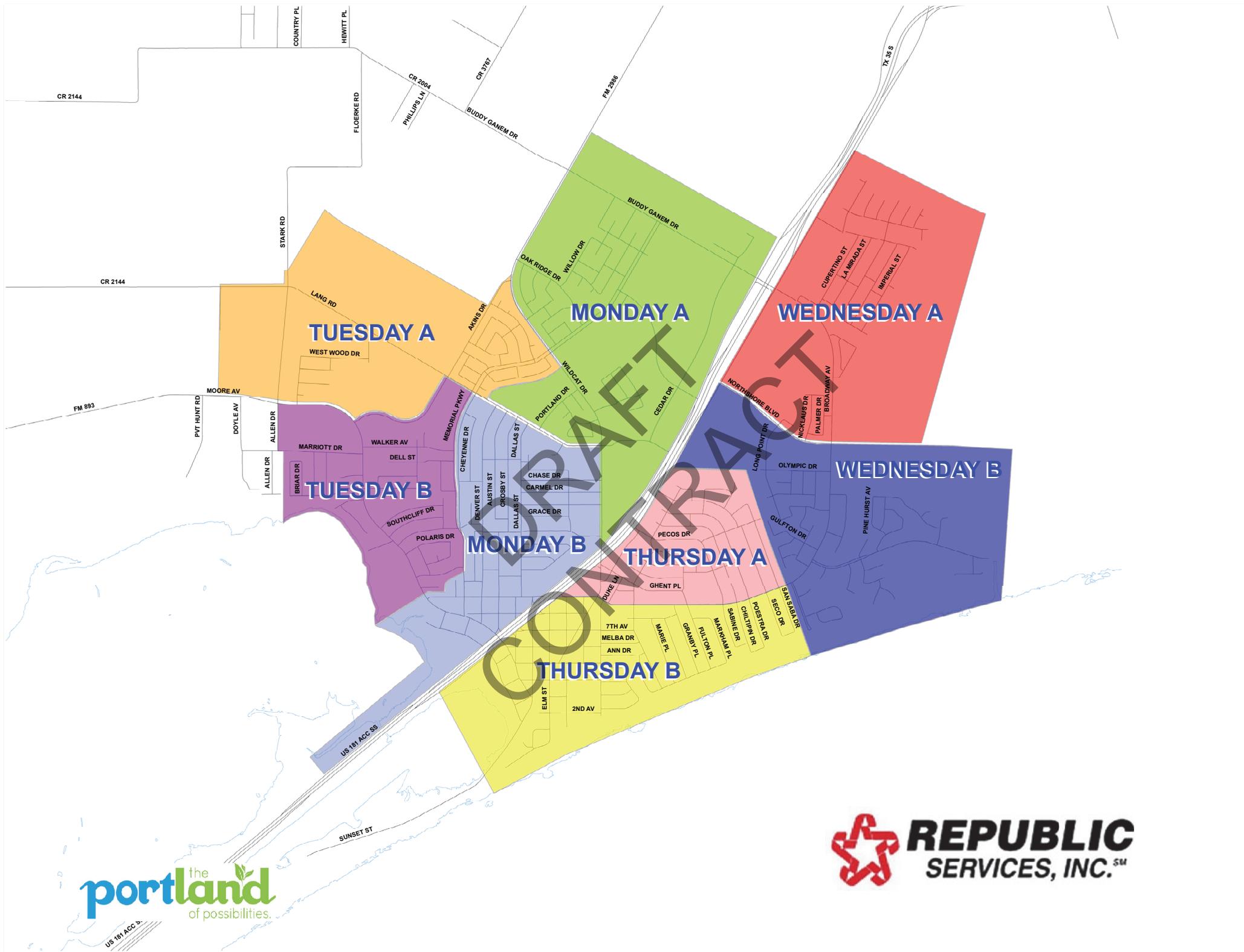
By: _____

Date: _____

ATTEST:

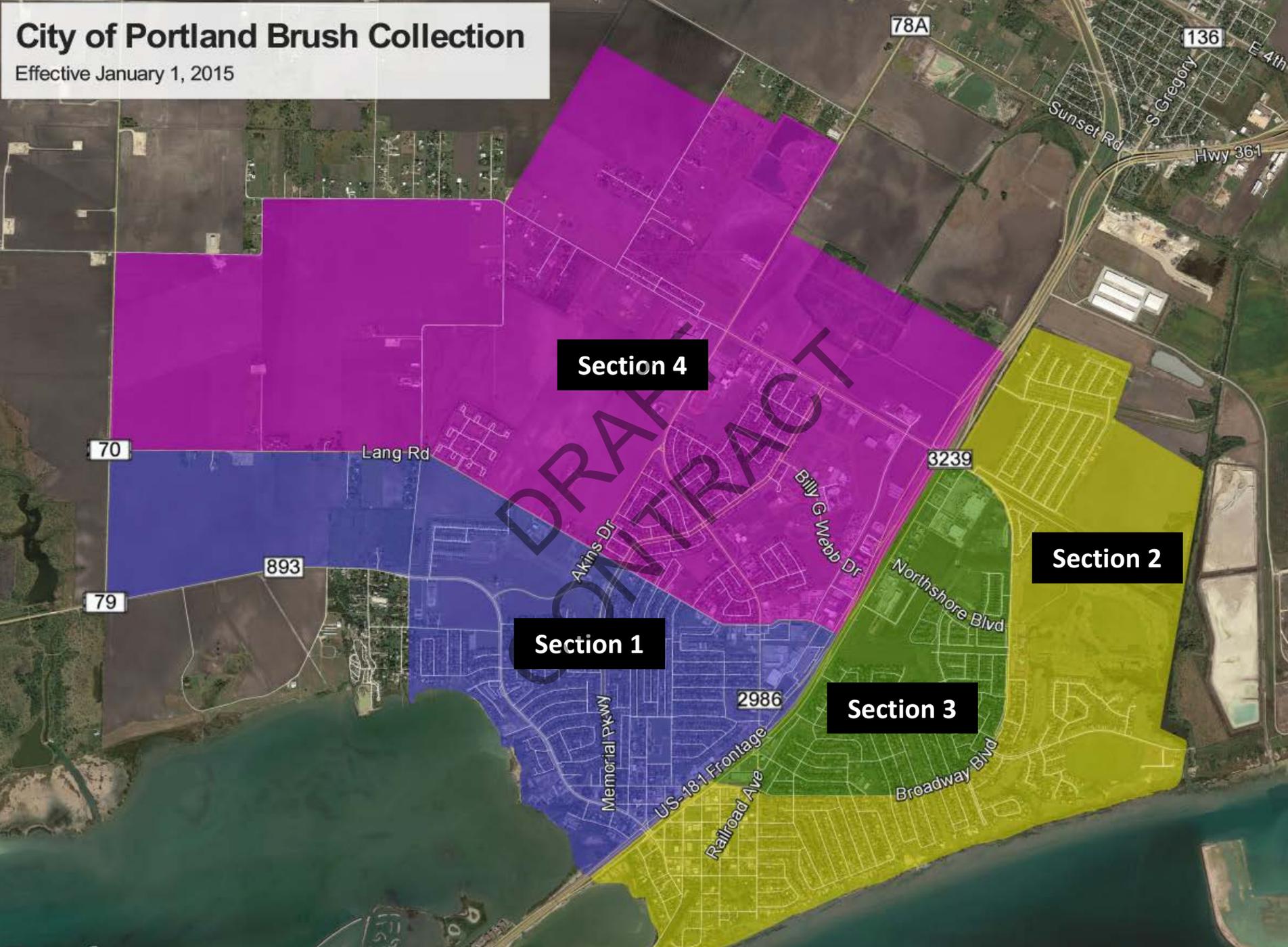
Exhibit "A"
Route Maps

DRAFT
CONTRACT



City of Portland Brush Collection

Effective January 1, 2015



Section 4

Section 1

Section 2

Section 3

Exhibit “B”
Cost of Services

The Contractor’s Bid Form will be included here prior to contract execution.

DRAFT
CONTRACT

Exhibit "C"
Performance Penalties

OMISSION	PERFORMANCE PENALTIES
Commencement of collection prior to 8:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Unsanitary condition of vehicle exterior	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Carts \$50 each incident per Dumpster
Missed collection of whole block. (This excludes collections prevented by weather rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$200 per whole block
Failure to deliver new Carts or replace Carts for any reason within five (5) business days of request	\$25 per Container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
Missed collection calls received by the City's Public Works Department in excess of 20 per	\$50 per call
Failure to submit complete and accurate monthly within 30 days of the end of the month	\$25 per day
Failure to make all required collections during a week due to non-weather related service disruptions	\$250 per collection route