WASTE CONNECTIONS OF TEXAS
Connect with the Future®

RECEIVED
@ Front Desk/City Hall
JAN 27 2021
City of Midlothian

January 20, 2021

City of Midlothian
Attn: Mayor Richard Reno
Chris Dick, City Manager
Clyde Melick, Asst. City Manager
104 West Avenue E
Midlothian, TX 76065

RE: Cancellation to Residential and Commercial Solid Waste Services – Collection and Disposal Franchise Contract between the City of Midlothian and Waste Connections

Mayor Reno,

Waste Connections has greatly appreciated the opportunity to service the City of Midlothian. Over the past five years we have enjoyed working with the City staff and have made the cities service and partnership a priority. Due to the current pricing and service levels, we are terminating the current contract with the City of Midlothian as outlined in the current contract on July 31, 2021. As stated in our meetings on December 9th and January 5th, we hope that we have the opportunity to continue servicing the City of Midlothian in the future through either negotiations or the RFP process.

We look forward to continuing the service and partnership we have created over the past five years. Please let me know if you have any questions or need any further information regarding this communication.

Brad Wainscott, District Manager
Waste Connections

WASTE CONNECTIONS OF TEXAS
Connect with the Future®

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #2

NO. 2016-01

SANITARY WASTE MANAGEMENT SERVICES

1. Rate for Commercial Accounts Requiring Hand Pick-Up

Weekly pick-up not to exceed 10 bags for a monthly rate of $18.89
Commercial Accounts which require more than 10 bags a week should obtain a dumpster.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM MUST BE SIGNED AND RETURNED

NAME AND ADDRESS OF COMPANY	AUTHORIZED REPRESENTATIVE
Waste Connections, Inc. 1080 Eastgate Road Midlothian, TX 76065 (972) 937-8836	Signature__________ Name__________ Title__________

CITY OF MIDLOTHIAN

By: __________

Printed Name: Chris Dick

Title: City Manager

CITY OF MIDLOTHIAN, TEXAS

City of Midlothian

Request for Proposal
Solid Waste Management Services

RFP # 2016-01 includes revisions from
Addendum #1
Due Date
March 3, 2016 @ 2:00 PM

For the Period
August 1, 2016 through July 31, 2021

Pre-Proposal Meeting
Thursday, February 11, 2016 @ 10:00 AM
Council Chambers
104 W Avenue E
Midlothian, Texas 76065

City of Midlothian
REQUEST FOR PROPOSAL

RFP Name:	**Solid Waste Management Services**
RFP Number:	**2016-01**
Advertisement Dates:	**January 27th & February 3rd, 2016**
Pre- Proposal Meeting:	**Yes, Mandatory**
Location:	**104 West Avenue E, Midlothian, TX 76065**
Bonds:	**Yes**
Insurance:	**Yes, See Enclosed**
Closing (Due) Date:	**March 10th, 2016 @ 2:00 p.m, CST** **City Hall Council Chambers**

An original and two signed copies of this bid must be returned, before the closing date and time listed above, addressed to the City of Midlothian, Purchasing Agent, with the bid name and number on the front of a sealed envelope. Bids may not be altered, amended or withdrawn after the official opening. The following proposal/bid is made for furnishing the materials/services for the City of Midlothian, Texas. The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened. The undersigned hereby proposes to furnish the items, F.O.B. Midlothian, Texas, freight pre-paid at the unit prices quoted herein after notice of proposal award. The undersigned affirms that they are duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Cheryl Allison, Purchasing Agent
972-775-7106
cheryl.allison@midlothian.tx.us

City of Midlothian
972-775-7106

Company Name (printed) PROGRESSIVE WASTE

Printed Name DICK DEMIEN

Vendor Signature X [signature] Date 3-3-16

Signature X [signature] Date 3.23.16

Chris Dick, City Manager , City of Midlothian, Texas

CITY OF MIDLOTHIAN, TEXAS

Executive Summary

The City of Midlothian ("City") seeks proposals from qualified firms interested in providing municipal solid waste services to include commercial and residential refuse collection, disposal and recycling. Services shall be provided at various City locations and businesses according to City ordinance. The City reserves the right to award separate contracts for the various components of the proposal.

Proposals are due to the City on Thursday, March 3, 2016 at 2:00pm. Proposals shall be submitted to City of Midlothian, Cheryl Allison, Purchasing Agent, at 104 W Avenue E in Midlothian, Texas 76065.

A MANDATORY PRE-PROPOSAL MEETING IS SCHEDULED FOR THURSDAY, FEBRUARY 11, 2016 AT 10:00AM. The pre-proposal meeting will be held at City of Midlothian City Hall at 104 W Avenue E in Midlothian, Texas 76065. Any proposals received from a Service Provider that did not attend the pre-proposal meeting will not be considered.

This is a request for proposals (RFP). This is not a request for bids; therefore, while price is a significant factor in determining an award, the proposal price will not be the sole determinant in the selection of a successful Service Provider. Other evaluation factors will include qualifications of firms, ability to meet City needs over the long-term, and acceptance of City contractual conditions.

The City Council of the City of Midlothian, Texas reserves the right to reject any or all of the proposals.

Background

The City of Midlothian is seeking proposals to provide residential and commercial solid waste services to include commercial refuse collection, disposal and recycling within the City of Midlothian. The objective of this program is to ensure that the current and future solid waste collection needs for the City are met in accordance with all current laws and regulations. The Service Provider will have the flexibility to submit a proposal for any or all of the schedules included in this RFP.

This RFP identifies the services to be provided by qualified Service Providers. Information is requested on the cost of providing these services as well as information on the firm's qualifications to provide collection services to the City. The objectives of this RFP include:

- Maximize sanitary and aesthetic living conditions for the citizens of the City of Midlothian.
- Maintain positive communications with the City and citizens.
- Collect, transport, and dispose of solid waste from residential/commercial customers within the City of Midlothian.
- Collect and transport residential recyclables to a suitable materials recovery facility.
- Process and market recyclables collected within the City.
- Collect, transport, and dispose or recycle bulk materials and green waste from residential customers.

The RFP is divided into four (4) parts. Part I provides Submittal Instructions. Part II identifies qualification requirements and proposal evaluation criteria. Part III identifies which services are to be provided by the Service Provider and a description of what services are requested. Part IV identifies contractual conditions.

TABLE OF CONTENTS

PART I. PROPOSAL SUBMITTAL INSTRUCTIONS

PART II. QUALIFICATIONS AND FACTORS IN AWARD

PART III. SCOPE OF SERVICES

PART IV. CONTRACTUAL CONDITIONS

PART I - PROPOSAL SUBMITTAL INSTRUCTIONS

1. RECEIPT OF PROPOSALS: The City of Midlothian, herein called "the City" invites proposals from interested Service Providers in accordance with the instructions set forth below. All requested information must be provided. Proposals will be received by the City at the time and place designated herein:

TIME:	2:00 p.m. (CST), Thursday, March 3, 2016	
PLACE:	Hand or Delivery Service	Mailing Address
	City of Midlothian Purchasing Agent 104 W Avenue E Midlothian, Texas 76065	City of Midlothian Purchasing Agent 104 W Avenue E Midlothian, Texas 76065

The City reserves the right to consider any proposal not prepared and submitted in accordance with the provisions outlined herein and may reject any or all proposals. Proposals may be withdrawn prior to the above scheduled receipt date and time. Any proposal received after the time and date specified shall not be considered.

All proposals must be in the possession of the **Purchasing Agent** at or before the date and time specified. Proposals received by mail after that time, whether postmarked prior, will not be accepted. It is the responsibility of the Service Provider to allow sufficient time for the delivery of the proposal by whatever means selected. The only acceptable evidence to establish the time of receipt at Midlothian City Hall is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

2. PRESENTATION OF PROPOSALS: Each proposal must be submitted in the format specified. Service Providers must submit an original on a CD or flash drive and six (6) bound, paper copies of the sealed proposal prior to response due date and time. No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.

   All proposals must be submitted in a sealed package bearing the name of the Service Provider, Service Provider's address, proposal number (**#2016-01**), and the name of the project, **SOLID WASTE AND RECYCLING SERVICES**. If proposals are submitted by mail, the sealed package must be enclosed in another envelope addressed to the Purchasing Agent as specified in Item 1.

3. AWARDS: Awards shall be made based on the best qualified Service Provider based on the qualifications criteria outlined herein during the Regular Session of the City of Midlothian City Council.

4. REJECTIONS: **IT IS UNDERSTOOD that the City Council of the City of Midlothian, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interest of the City.** Receipt of any proposal shall under no circumstances obligate the City to accept the lowest dollar proposal. The award of the contract shall be made to the responsible service provider, whose proposal is determined to be the best qualified Service Provider based on the qualifications criteria outlined herein. The City of Midlothian also

reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

5. ETHICS: The Service Provider shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Midlothian.

6. PRICING: Price(s) quoted must be held firm for a minimum of 180 days from the date of proposal closing. All prices shall be provided F.O.B. and shall include all delivery and packaging costs incurred.

7. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful Service Provider shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

8. ERROR QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

9. DAMAGE: The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Service Provider shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification by the City.

10. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the Service Provider shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorized the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Service Provider.

11. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before opening time. No proposal may be withdrawn or canceled for a period of (90) days after opening time without first submitting a written reason to the City and obtaining the City's approval. Proposals may be withdrawn at any time PRIOR to the official opening by notifying the City Secretary's office in writing. A Service Provider may withdraw a proposal if the City fails to award or issue a notice of intent to award the proposal within ninety (90) days after the submittal date and time.

12. CORRESPONDENCE: The proposal number (#2016-01) must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal (RFP).

13. QUESTIONS: Service Providers wanting further information, interpretation or clarification of the contract documents may submit direct questions in writing by mail or email to:

City of Midlothian
Attention: Cheryl Allison
104 W Avenue E
Midlothian, Texas 76065
cheryl.allison@midlothian.tx.us

All questions shall be submitted no later than February 18, 2016. Modifications to the Contract Documents prior to the award of contract can only be made by Addenda. A response to a question that would indicate an addition, modification or clarification of the Contract Documents, other than directing the attention of the requestor to a specific reference in the Contract Documents, will be made by Addenda for the benefit of all Service Providers. No other explanation or interpretation will be considered official or binding. Should a Service Provider find discrepancies in, or omissions from, the RFP, or should the Service Provider be in doubt as to their meaning, the Service Provider should at once notify the City of Midlothian, in order that a written addendum may be issued.

14. ADDENDA: Any interpretations, corrections, or changes to this RFP and specifications will be made by Addenda. Sole issuing authority of Addenda shall be vested in the City of Midlothian Purchasing Department. An attempt will be made to mail, fax, or e-mail any Addenda to all who are known to have received a copy of this RFP. Service Providers shall acknowledge receipt of all Addenda in the proposal. It is the responsibility of the Service Provider to ensure receipt of all Addenda and to include the changes in this proposal document.

15. PROPOSAL OPENINGS: Names of all Service Providers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. Service Providers, their representatives, and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Service Providers and kept secret during negotiations.

    The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Midlothian Purchasing Guidelines, and project documents, including but not limited to, the project specifications and contract documents. The City will notify the successful Service Provider upon award of the contract and according to state law; all proposals received will be available for public inspection at that time, except for trade secrets and confidential information contained in the proposal and identified by the Service Provider as such, unless otherwise prohibited by law.

16. PROPOSAL TABULATION: The City Secretary's office can provide a list of Service Providers that submitted proposals for the project after the project is awarded. Service Providers desiring a copy of the list may request it in writing.

17. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadline, opening, and all other related procedures under the City Code of Ordinances, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise prohibited by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

18. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate Service Providers for each item/group or to award one contract for the entire proposal.

19. CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the City of Midlothian shall constitute a contract equally binding between the successful Service Provider and the City of Midlothian. No different or additional terms will

become a part of the contract with the exception of Change Orders.

20. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City and then submitted to the City of Midlothian City Council for approval. No item or service requiring a change order shall be acted upon before it has been approved and recorded by the City Council.

21. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SERVICE PROVIDERS: A prospective Service Provider must affirmatively demonstrate Service Provider's responsibility. A prospective Service Provider must meet the following requirements:

    a. Have adequate financial resources or the ability to obtain such resources as required
    b. Be able to comply with the required or proposed delivery schedule
    c. Have a satisfactory record of performance
    d. Have a satisfactory record of integrity and ethics, and
    e. Be otherwise qualified and eligible, as determined by the city, to receive an award.

    The City may request representation and other information sufficient to determine Service Provider's ability to meet these minimum standards listed above.

    Service Provider shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

22. RESPONSIBILITY: Prior to the submittal of any proposal, each Service Provider shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed services. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Service Provider(s) from any obligation to comply with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Service Provider.

23. ASSIGNMENT: The successful Service Provider shall not sell, assign, transfer, sublet, convey, or otherwise dispose of the contract in whole or in part, without the prior written consent of the City. Such consent shall not relieve the assignee of the liability in the event of default by the assignee.

    If the Service Provider does, without such previous consent, sell, assign, transfer, sublet, convey, or otherwise dispose of the contract of his right, title, or interest therein or any part thereof, to any person or persons, partnership, company, firm, or corporation, or does by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any State, attempt to dispose of the contract, may at the option of the City be revoked and annulled, unless the Sureties shall successfully complete said contract, and in the event of any such revocation or annulment, any monies due or to become due under or by virtue of said contract shall be retained by the City as liquidated damages for the reason it would be impracticable and extremely difficult to rectify the actual damages.

24. SUBLETS: The Service Provider shall perform with his/her own organization, and with the assistance of employees under is immediate superintendence, work of a value of not less than fifty-one percent (51%) of the value embraced in the contract and exclusive of

disposal fees. If the Contractor sublets any part of the work to be done, he/she will not under any circumstances be relieved of the responsibility and obligation assumed under the Contract. Subcontractors will be considered only in the capacity of employees of the Service Provider and shall be subject to the same requirements as to character and competency.

25. PERMITS: The Service Provider shall be responsible for all permits, fees, and licenses required by any government entity or agency for the handling and transportation of waste materials as described in the scope of services and shall be a part of the proposal, unless otherwise noted in the RFP.

26. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and is subject to approval by the using department and the City. Samples, if required, shall be furnished free of expense to the City. Samples should not be enclosed with proposal.

27. TESTING: Testing and/or samples may be requested by the City prior to proposal award. Any sample that fails testing may be considered as not complying with City specifications and such a situation will be sufficient reason to reject an offer. An agent so designated, by the City, without expense to the City, may perform testing at the request of the city or any participating entity.

28. TITLE AND RISK OF LOSS: The title and risk of loss of good shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

29. PATENT RIGHTS: The Service Provider agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

30. FUNDING: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the current City of Midlothian fiscal year shall be subject to budget approval.

31. TAXES: The City is exempt by law from payment of Texas Sales Tax and Federal Manufacturer's Excise Tax; therefore, the proposal shall not include sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division. Sales tax will be applied to the Service Provider's proposal and included on billing statements.

32. PAYMENT TERMS: Payment terms are net thirty (30) days unless otherwise specified by the City in this document. Payments will be processed upon receipt of invoice and after the Contract Administrator has determined that all terms have been met, and that no liquidated damages are outstanding. The City will be responsible for remitting only the accounts which payments have been received.

33. INVOICES: Invoices must show the container size, pick-up frequency, monthly rate, and extra charges and be submitted by the successful Service Provider to the City of Midlothian Utility Billing Department. Monthly invoices shall provide detailed charges and include all applicable credits owed to the City for franchise fees, revenue shares, and any other credits per this Contract.

34. CONTRACT PERIOD/RENEWAL OPTIONS: The term for this agreement shall be for an initial period of five (5) years, with the option for two (2) five-year renewal periods.

35. AUDIT: The City reserves the right to audit the records and performances of the successful Service Provider during the term of the contract and for three (3) years thereafter.

36. INDEMINIFCATION: The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services to the extent covered by applicable insurance. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers, and servants. This indemnity shall apply without waiving any defenses of the parties under Texas law. The provisions of this Section 36 are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

37. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Service Providers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. If offering other than specification, Service Providers must certify article offered is equivalent to specifications. When offering other than specified brand, the Service Provider shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the Service Provider has not taken exceptions and the Service Provider shall be responsible for performing in strict accordance with the specifications of the RFP. The City of Midlothian City Council reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

38. DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extend, and show total. In the event of discrepancies in extension, the unit prices shall govern.

39. TERMINATION FOR DEFAULT: In the event of a failure by Service Provider to perform any material provision of this Contract, the City shall give written notice of such breach to the Service Provider along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Service Provider has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Service Provider only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Service Provider's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Service Provider, neither party shall have any

further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.
In the event of a failure by City to perform any material provision of this Contract, the Service Provider shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Service Provider may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Service Provider so notifies City in writing of such termination action. At such time, City shall pay Service Provider for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Service Provider, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date

40. ACCEPTABILITY: All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Service Provider and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Purchasing Agent or designated representative.

41. REMEDIES: The successful Service Provider and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or in equity.

42. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Midlothian, Ellis County, Texas.

43. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

44. NO PROHIBITED INTEREST/DISCLOSURE: The Service Provider acknowledges and represents they are aware of the laws and City Resolution regarding conflicts of interest.

    H.B. 914 requires that certain city officials file with the City Secretary a "Conflict Disclosure Statement" if they receive taxable income or certain gifts from any person or business that contracts with the City or is considering doing business with the City.

45. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contact, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the even or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other Industrial disturbance, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to

machinery, pipelines, or canals or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the part having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

46. COMPLIANCE: Proposal must comply with all federal, state, county, and local laws concerning the type of article and/or service being offered.

47. CONFORMANCE: Design, strength and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice. All hardware or any other item offered in this proposal must be new and unused, unless otherwise specified, in first class condition and of current manufacture.

48. RULES, REGULATIONS, LICENSING REQUIREMENTS: It is expected of all Service Providers to be familiar and comply with all Federal, State, and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the Service Provider will no way relieve the Service Provider from their responsibility for compliance. All Service Providers shall be licensed to do business in the state of Texas prior to submittal of a proposal.

49. SPILLAGE AND LEAKAGE: Successful proposer shall clean up any materials, including leakage of fluids spilled from successful proposer's vehicles. During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur. Successful proposer shall be responsible for the cleanup of any spillage or leakage from its vehicles. Successful proposer shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage. Successful proposer shall not leave the spill or leak from its vehicles unattended. Successful proposer will carry absorbent to clean up liquid and hydraulic spills or leaks on all trucks. If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by successful proposer, proposer will use all reasonable means available to remove the stain and restore the facility to the satisfaction of the Director.

50. TRANSITION PLAN: Proposer will describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer(s). In the transition plan, Proposer must describe the following:

    1. Individual or group of individuals that will oversee the transition;
    2. Proposed approach, including equipment, personnel, and schedule, for delivering Carts/containers to Customers. Proposers shall also describe how the delivery of Carts/containers will be conducted in coordination with removal of the existing Carts/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 Carts/containers and the new Carts/containers for Collection during the transition period;
    3. Overall schedule for the transition, including the timeline in which the proposed schedule will be implemented;
    4. Proposed strategies for Customer service and public education regarding the potential transition of service providers.

51. DISCLOSURE OF CERTAIN RELATIONSHIPS: A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 176, to file a conflict of interest questionnaire Form CIQ. Form

CIQ is available online at www.ethics.state.tx.us/forms/CIQ.pdf.

Section 176.002. APPLICABILITY TO CERTAIN SERVICE PROVIDERS AND OTHER PERSONS. (a) This chapter applies to a person who (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity; or (2) is an agent of a person described by Subdivision (a) in the person's business with a local governmental entity.

(b) A person is not subject to the disclosure requirements of this chapter if the person is (1) a state, a political subdivision of a state, the federal government, or a foreign government; or (2) an employee of an entity described by Subdivision (1), acting in the employee's official capacity.

Section 176.006. Disclosure requirements for Service Providers and other persons; questionnaire.

(a) A person described by section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person (1) begins contract discussions or negotiations with the local government entity; or (2) submits to the local government entity an application, response to a request for proposals, correspondence, or another writing related to a potential agreement with the local government entity.

The form must be filed with the Purchasing Agent no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, responds to a request for proposals, correspondence, or other writing related to a potential agreement with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the City, or submits an application, responds to a request for proposals, correspondence, or other writing related to a potential agreement with the City, and within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

52. CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

    With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than $50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (**https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

PART II
QUALIFICATIONS AND FACTORS IN AWARD

1. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SERVICE PROVIDERS: A prospective Service Provider must affirmatively demonstrate Service Provider's responsibility. A prospective Service Provider must meet the following requirements:

   A. Have adequate financial resources or the ability to obtain such resources as required;
   B. Be able to comply with the required or proposed delivery schedule;
   C. Have a satisfactory record of performance;
   D. Have a satisfactory record of integrity and ethics, and;
   E. Be otherwise qualified and eligible, as determined by the city, to receive an award.

   The City may request representation and other information sufficient to determine Service Provider's ability to meet these minimum standards listed above.

   Service Provider shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

2. EVALUATION OF PROPOSALS

   A. GENERAL: All proposals will be evaluated by a Proposal Evaluation Committee which will recommend the winning Service Provider to the City Council for award. Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews may be conducted with the top rated Service Providers. On an as-needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

      The City is not obligated to award a contract from this RFP. The City reserves the right to reject all proposals. The City may not award all Schedules described in Part III.

   B. CRITERIA FOR EVALUATION: Ranking of proposals will be based upon best value to the City of Midlothian. In general, the City of Midlothian may award an agreement or contract to the respondent whom, in the judgment of the City of Midlothian City Council, is best able to provide the services most likely to satisfy the needs of the City, allowing the City optimum value for the public funds expended.

Relative Criteria Weighting

Item No.	Description	Points
1	Compliance with RFP Format	10
2	Past Performance and Experience in Providing Similar Services to Municipalities or Other Government Clients in Texas	15
3	Quality of Detailed Work Plan and Contractor Resources In Achieving City's Service Objectives	45
4	Competence and Experience of Key Personnel, Management Staff, and Supervisors	15
5	Financial Stability of Contractor	15
6	Cost of Services	45
	Total	**145**

3. **PROPOSAL REQUIREMENTS AND FORMAT**

Proposals and all supporting documentation must be submitted in three ring binders or other bound format. Font used in preparation may be no smaller than 10 point font. Page size shall be 8.5 x 11". Tables and figures may be printed on 11 x 17" pages.

A. **SECTION 1: Cover Letter, Executive Summary, and Cost Proposal**

Service Providers must submit an original on a CD or flash drive and six (6) bound, paper copies of the Cover Letter, Cost Proposal, and Executive Summary. Pages may be printed single or double-sided, but each side of text or illustrations shall count for one (1) page in the total page count.

The Cover Letter shall include the proposal number, the title, and the name of your organization along with address and contact information. It shall be signed by an officer of your company authorized to bind the organization in contracts.

The Executive Summary shall include general background information of your company, past experience that you feel qualifies you to serve the City of Midlothian on this assignment, a summary of the detailed work plan that will be used to execute the Contract to meet the City's service objectives, and the competence and experience of the project team. The Executive Summary should be no more than 15 pages that in whole represent the highlights of all portions of the required proposal elements.

The Cost Proposal shall include completed and signed cost proposal pages from Part III. Scope of Services for each Schedule of Services included in the proposal. Additional pages of documentation may be included as required to provide a full and thorough cost proposal.

Supporting documentation, as requested in the following sections, must be submitted in three ring binders or other bound format. Service Providers must also submit an original of all supporting documentation on a CD or flash drive. Pages may be printed single or double-sided, but double-sided printing is encouraged.

B. **SECTION 2: Past Performance and Experience in Providing Similar Services to Municipalities or Other Government Clients in Texas**

Provide a narrative that describes your past experience with solid waste management services related to this RFP and describe why you are qualified to serve the City of Midlothian. Describe your company's approach to environmental compliance as well as compliance history. List any environmental violations that resulted in fines from Texas Commission on Environmental Quality (TCEQ) or U.S. Environmental Protection Agency (EPA).

Provide at least five similar projects (each project must be for a different client). For each project, provide reference information that shall include the client name and contact information, performance period, and a detailed description of services provided and explain how this project is relevant to this RFP. The City of Midlothian may contact these references at their discretion. Any examples of outstanding customer services, costs savings, or innovative approaches may be included.

C. **SECTION 3: Quality of Detailed Work Plan In Achieving City's Service Objectives**

Provide a written work plan that describes how you will complete each schedule of the Scope of Services. The work plan may include tables or figures to provide the requested information. The work plan shall include, but not be limited to, the following information:

1. Proposed Collection Methods
2. Detailed Start-up Plan/Process to be operational by August 1, 2016
3. Detailed account of the company's knowledge and abilities to operate a recycling center.
4. Types, Numbers, Descriptions, and Age of Equipment/Vehicles to be Utilized
5. Descriptions of containers that will be provided
6. Staffing
7. Customer Service Approach including Complaint Management and Resolution
8. Billing Processes
9. Employee Safety
10. List any subcontractors that will be utilized to perform the contract including disposal/recycling facilities.
11. Emergency Circumstances: Storm Debris.
12. Disaster Management Plan.

D. **SECTION 4: Competence and Experience of Key Personnel, Management Staff, and Supervisors**

Provide description of how contract will be managed by Contractor including names and resumes of key staff members. Provide an organization chart that shows key positions and names of staff that will manage the contract. Clearly designate points-of-contact that will interface with the City for specific functions.

E. **SECTION 5: Financial Stability**

Briefly describe in narrative format the entity's financial condition, results of operations for the past two fiscal years, including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC-required Management Discussion.

Provide the audited financial statements, income statement, and statement of the source and uses of funds for the past two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under a contract awarded as a result of this RFP. Additionally for publicly held companies, provide SEC 10K filings for the parent organization. If the Service Provider is a newly formed joint venture lacking sufficient history to have generated the requisite financial statements, provide the financial statements for each company making up the joint venture. If the Service Provider is a subsidiary, provide financial statements for both the subsidiary and the parent company for the most recent operating year.

Provide evidence the Service Provider is in good standing with the State of Texas, and in case of a corporation organized under the laws of any other states, evidence the Service Provider is licensed to do business in the State of Texas.

If the Service Providers wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. However, the Service Provider should be aware that all documents submitted, including financial statements may be subject to public disclosure.

F. **SECTION 6: Cost of Services**

Complete the cost proposal forms included for each schedule in Part III of this RFP. Each form shall be signed and dated by an officer of the company authorized to sign contracts.

PART III SCOPE OF SERVICES

1. BASIC SCOPE OF SERVICES

A. GENERAL: The RFP contains three separate schedules as described below.

Schedule 1: Residential Solid Waste Collection, Transportation, & Disposal Schedule & Recyclable Material Collection, Processing, & Marketing Schedule; 2: Commercial Solid Waste Collection, Transportation, & Disposal Schedule

To this end, the City has attempted to provide as much information as reasonably possible in order to allow prospective Service Providers the ability to prepare complete and comprehensive proposals. However, it is the sole responsibility of the Service Provider to independently investigate and determine the extent of the work and costs necessary to provide the proposed services as described in each Schedule. Proposed rates included in this proposal shall be for the Base Year of the contract that will be awarded as a result of this RFP. Part IV of this RFP outlines the process by which annual price increases may be allowed as a result in changes in the Consumer Price Index (CPI).

Service Providers shall consider the individual schedule specifications as the minimum standard expected for the service with the understanding that the final formal agreement will necessitate all additional details. The Schedules are for the purpose of soliciting proposals and are not intended to exclude any potential Service Providers.

B. DEFINITIONS

1. *Bulk Waste* refers to furniture, appliances, building materials resulting in "do-it-yourself' repairs and/or projects, and other items too large for a waste bin or cart, to include stoves, refrigerators (marked and void of Freon), water tanks, washing machines, furniture and other waste materials other than construction debris.
2. *Cart* is a receptacle, not to exceed 95 gallons, with wheels and lid, designed for the purpose of curbside collection of refuse.
3. *Collection Day* means the day of the week designated for collection of refuse and recyclables.
4. *Collector* refers to the Service Provider's agent responsible for collecting refuse, yard waste, recyclables, and other materials under the Contract.
5. *Commercial (or Industrial) Customer* refers to any multi-family residential building or business that generates solid waste and recyclables on an on-going basis. *Commercial and Industrial Solid Waste* is all garbage and rubbish generated by a producer at a commercial and industrial unit, but in all cases to exclude hazardous waste.
6. *Construction Debris Waste* includes building materials resulting from construction, remodeling, repair or demolition operations.
7. *Contract Area* refers to the area(s) of the City, including any Unincorporated Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
8. *Curb or Curbside* refers to the location on residential property, within (5) feet of the Public Street or alley without blocking sidewalks, driveways or on street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident and convenient to the Service Provider's equipment and approved by the City.
9. *Daily Equipment List* refers to the vehicle listing issued by the Service Provider on each

day of, service which identifies any and all operating vehicles owned and/or operated by the Service Provider that are assigned to the contract agreement. The list denotes the operating status and assignment of each piece of equipment for a specific day of service.

10. *Disposal Site* refers to a refuse depository including but not limited to sanitary landfills and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
11. *Dumpster* is a metal receptacle designed to be lifted and emptied mechanically for use primarily for commercial solid waste and having a well-fitting lid.
12. *Fibers and Mixed Paper* includes the following: magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.
13. *Green Waste* refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.
14. *Hazardous Waste* means materials (whether solids, liquids or gases) which constitute an hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance", a "toxic substance", or similar designation under any federal, State of local environmental law.
15. *Industrial Waste* means and includes waste generated as a by-product of manufacturing operations usually consisting of large quantities of paper, cardboard, metal, plastics, scrap lumber and other materials incidental to and connected with the manufacturing process and not otherwise included in the definitions of "Hazardous" or "Special Wastes" herein above.
16. *Landfill* means a disposal site for disposing of municipal solid waste
17. *Multi-Family Building* refers to individual residential units in a multi-family structure (i.e., apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.
18. *Recyclables* means materials designated by City Manager to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to a recyclables processing facility. Recyclables include newsprint; aluminum cans; steel cans; clear, brown or green glass bottles and jars; telephone books; magazines, catalogs; mixed paper; corrugated cardboard (without plastic coating); chipboard; #1-7 Plastic bottles (PET, HDPC, PVC, LDPE, PP, PS, Other). Recyclables do not include Hazardous Waste or items contaminated with food waste.
19. *Recycling Bin* is a Service Provider provided container suitable for household collection, storage and curbside set out of single-stream recyclables.
20. *Recycling Services* means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
21. Resident is a person whom resides at a Residential Unit.
22. Residential Unit(s) is 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 e 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 e 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.

23. Residential Services includes Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units.
24. *Roll-Off Containers* are containers to be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cubic yards with either open tops or enclosed compactors.
25. *Service Provider* is the person, corporation or partnership performing refuse collection and disposal under contract with the City.
26. *Solid Waste* refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers, newspapers and inserts, spiral paper, cans, and other waste that is not redirected for recycling. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
27. *Special Waste* refers to waste that requires special handling, trained personnel, and/or special disposal methods as defined in Title 30 Texas Administrative Code (30 TAC), Chapter 330, Section (§) 330.3(148). Examples of special waste include, but are not limited to, Class 1 nonhazardous industrial waste, untreated medical waste, and hazardous waste from conditionally exempt small-quantity generators, septic tank pumpings, grease and grit trap wastes, dead animals, pesticide containers, discarded materials containing asbestos, incinerator ash, and contaminated soils.
28. EMERGENCY CIRCUMSTANCES: Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such an event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The city is not obligated to select Contractor to perform the collection of Storm Event Debris. These rates will include but not limited to service vehicle types, # of personnel, tonnage, and hours worked.
29. DISASTER MANAGEMENT PLAN: Disasters resulting in significant volumes of debris may occur in the City of Midlothian. Timely removal of this material is crucial and expected of the Contractor. Describe in detail how the Contractor will respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

SCHEDULE 1
RESIDENTIAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL & RECYCLABLE MATERIAL COLLECTION,
PROCESSING, AND MARKETING

RESIDENTIAL SOLID WASTE COLLECTION, TRANSPORTATION & DISPOSAL

1. SCOPE OF SERVICES

   GENERAL: This schedule includes all labor, materials, machinery, equipment, facilities and incidentals necessary to perform the following services:

   - Residential Curbside Solid Waste Collection, two times a week with additional Bulk Material/Bundles Services including unincorporated areas. Brush or Bulk Limits: 35lbs, 3' Length and 6" Diameter.
   - Residential Curbside Recycling Collection in 18 gallon bins and/or clear bags, one time a week.
   - Customer Service, billing, and collections for residential unincorporated customers with solid waste services.
   - Bulk Materials is for the provision of bulk material curbside collection and disposal/recycling for residential customers. The Service Provider shall provide all labor, materials, supplies, equipment, transportation and supervision necessary to provide bulk material collection and disposal/recycling services for the City of Midlothian. This provision is for residential customers only. Limits: 35lbs, 3' Length and 6" Diameter.
   - This proposal is not intended for pickup of remodel or construction debris, nor professional or commercial landscaping. This proposal is for residential customers only.

2. HOURS OF COLLECTION: The Service Provider can perform waste collection activities for commercial customers between the hours of 7:00am and 6:00pm, Monday through Friday each week. Collection is not required on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Postponement or delay of collection services due to adverse weather or hazardous roadway conditions may be allowed with approval of the Director of Public Works.

3. CUSTOMER SERVICE: The Service Provider shall be responsible for providing all customer service functions including:

   - Answering all customer telephone calls and e-mails;
   - Informing customers of current services and charges;
   - Handling customer subscriptions and cancellations;
   - Receiving and resolving customer complaints;
   - Billing and collections as stated above;
   - Maintaining and regularly updating a user-friendly website that provides on-line payment options for customers billed by provider.

   Customer Service shall be available to the public between the hours of 8:00am and 5:00pm Monday through Friday, except for City-observed holidays. The customer service department shall be equipped with sufficient customer service representatives and telephones so that all calls can be answered by a person and a responsible person in charge shall be available during all hours of operation. It is the Service Provider's discretion if a physical customer service location is established and maintained within the City limits.

4. CITY OF MIDLOTHIAN CUSTOMER SERVICE REPRESENTATIVE: The Service Provider shall provide the City of Midlothian Public Works Department with the name and direct contact phone number of a direct Customer Services representative for City staff to reach for

escalated issues that require City attention.

5. CUSTOMER BILLING: The Service Provider will be responsible for billing and collections direct with the Customer each month in unincorporated areas & City customers in areas with trash service only. The successful Service Provider will be responsible for contacting each customer during the Startup Phase (prior to August 1, 2016) and establish a customer account and billing information. The Service Provider will bill the City administration fee of $1.01 for unincorporated areas only and remit this amount back to the City.

6. CUSTOMER EDUCATION: The Service Provider shall provide the educational materials and service-oriented information for developing and implementing public education on the collection services offered. The educational materials may include notices to be left at the customer's property and/or inserts to be included in each customer's monthly waste management bill.

   Educational materials shall inform all customers of the cost of the various available collection services, the collection schedules, and acceptable collection materials.

7. FRANCHISE FEE: A minimum Annual Franchise Fees equivalent to 10% of the gross fee revenue shall be credited to the City on each monthly invoice as indicated in Part I, Item 33. Considerations will be given in selection criteria evaluation for additional percentages shared to the City.

8. PREVIOUS COLLECTIONS DATA: The City has included the following customer counts and historical quantities for purposes of preparing the cost proposal. These numbers reflect data on current residential contracts to the best of the City's knowledge.

   Residential Recycling tonnage for the year - 408

   Residential Solid Waste tonnage for the year - 7771

   Total of all hand collected accounts - 6279

   Unincorporated residents billed by provider - 1120

   Senior Citizens Exempt (must file for exemption) from charges for recyclable pickup - 376

RECYCLABLE MATERIAL COLLECTION, PROCESSING, AND MARKETING

1. SCOPE OF SERVICES
   GENERAL: This schedule is for the labor, materials, necessary tools, expendable equipment, and all transportation services and lawful processing required to provide recyclable material collection services, and to provide for the separation, processing, and marketing of the recovered materials.

   The City is evaluating options for recyclable material collection, processing, and marketing.

   Once per week curbside, manual collection, transportation and processing for single-stream recycling from all single and multi-family residences (currently approximately 6,279 customers), and approximately 4 municipal facilities. Commercial/Industrial recyclables is not a part of this contract.

2. HOURS OF COLLECTION: The Service Provider can perform recyclable collection activities from residential homes, commercial customers, and municipal facilities between the hours of 7:00am and 6:00pm, Monday through Friday each week. Collection is not required on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Postponement or delay of collection services due to adverse weather or hazardous roadway conditions may be allowed with approval of the Director of Public Works.

3. RECYCLABLES PROCESSING: The Service Provider must provide a facility to sort, process, and store recyclable materials prior to marketing. These facilities will be limited to properly licensed and permitted recyclable materials processing facilities designed and built specifically for the receiving, sorting, processing, and storing of recyclable materials.

   The City utilizes curbside recycling services, and the Service Provider shall furnish all labor, materials, equipment, and land necessary to operate and maintain a facility for processing recyclable materials and shall comply with all legally enforceable requirements required by the proper regulatory agencies.

4. ITEMS TO BE RECYCLED AND PROCESSED: The proposal shall include collection and processing of the following items:
   a. Fibers: newsprint and inserts, corrugated cardboard, magazines and brochures, chip board products, paperboard (cereal) boxes, copy/computer paper, phone books, junk mail, catalogs, color inserts, white and color paper, school paper, file folders, shredded paper, envelopes, and hard and soft cover books.
   b. Glass, Metal, and Plastic Containers: including clear, green and amber glass, tin cans, aluminum cans, aluminum foil, aluminum pots and pans, small metals, empty aerosol cans, all plastics #1 through #7, plastic bottles or containers, and plastic juice and milk containers.

   The customer will not be required to pre-crush recycled cans or other recyclable materials. The Service Provider or City may propose, at any time during period of performance, to add additional recyclable materials. Inclusion of additional materials requires consent by both City and the Service Provider.

5. CUSTOMER SERVICE: The Service Provider shall be responsible for providing all customer service functions including:
   a. Answering all customer telephone calls and e-mails
   b. Informing customers of current services and charges
   c. Receiving and resolving customer complaints
   d. Maintaining and regularly updating a user-friendly website that provides on-line payment options.

   Customer Service shall be available to the public between the hours of 8:00am and 5:00pm Monday through Friday, except for City-observed holidays. The customer service department shall be equipped with sufficient customer service representatives and telephones so that all calls can be answered by a person and a responsible person in charge shall be available during all hours of operation. It is the Service Provider's discretion if a physical customer service location is established and maintained within the City limits.

6. CITY OF MIDLOTHIAN CUSTOMER SERVICE REPRESENTATIVE: The Service Provider shall provide the City of Midlothian Public Works Department with the name and direct contact phone number of a direct Customer Services representative for City staff to reach for escalated issues that require City attention.

7. INVOICING: The Service Provider shall invoice the City for all recyclable material collection, processing, and marketing services under Schedule 2 as indicated in Part I, Item 33.

8. CUSTOMER EDUCATION: The Service Provider shall provide the educational materials and service-oriented information for developing and implementing public education on the collection services offered, the types of materials collected as recyclable, and any benefits stemming from customer's recycling efforts. The educational materials may include notices to be left at the residents' properties and/or mail-outs to each customer at the expense of the Service Provider.

Service Provider may also be required to meet periodically with civic and/or Educational organizations to provide public education.

9. GENERATED WASTES: The Service Provider shall be responsible for waste residue associated with recycling collection and costs associated with its disposal.

10. RECYCLABLE MATERIAL MARKETING/SALES: Service Provider shall be responsible for marketing and sales of recyclable materials collected as part of this contract.

11. REPORTING REQUIREMENTS: The Service Provider shall provide the City with monthly reports within two weeks of the end of the reporting period. Reports shall include, but are not be limited to, the tonnage of materials collected (by type), percentage of materials discarded as waste, and marketing/sales data.

SCHEDULE 1
RESIDENTIAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL

	Provider Bills Unincorporated Areas Only	City Bills All Customers
A. Manual Solid Waste Collection Twice a Week Collection	$ 9.20	$ 9.20
B. Brush Collection Twice a Week Collection	$ included	$ included
C. Bulky Waste Collection Twice a Week Collection	$ included	$ included
D. Recyclable Materials Collection & Processing Once a Week Collection, Bagged (NO CHARGE FOR SENIOR CITIZENS 65 OR OLDER)	$ 2.00	$ 2.00
TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL:	**$ 11.20**	**$ 11.20**
TOTAL RESIDENTIAL RATE FOR EMERGENCY STORM DEBRIS, TONNAGE RATE FORBASEPROPOSAL:	**$ 200 / truck hour****	**$ 200 / truck hour****

**** plus disposal**

- List any deviations from above Scope of Services (Additional Pages May be Added)

- List any alternatives to the above Scope of Services (Additional Pages May be Added)

☐ Service Provider is unable to provide the services described in the schedule (check only if applicable)

AUTHORIZED SIGNATURE: [signature]

Date: 3-1-16

Dick Demien Municipal Marketing Mgr
PRINTED NAME AND TITLE

SCHEDULE 2
COMMERCIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL

1. SCOPE OF SERVICES
   GENERAL: This schedule includes all labor, materials, machinery, equipment, facilities and incidentals necessary to perform the following services:
    a. Dumpster collection, transportation, and disposal of garbage and solid waste from approximately 250 commercial dumpsters.
    b. Dumpster collection of approximately 150 cubic yards per week of municipal solid waste items from approximately 25 municipal facilities.
    c. Roll-off container rental, delivery, collection, transportation and disposal services as requested by commercial customers.
    d. Compactor rental, collection, transportation, and disposal of compacted solid waste from approximately 5 commercial compactors.
    e. Customer Service, billing, and collections for commercial solid waste services.

2. HOURS OF COLLECTION: The Service Provider can perform waste collection activities for commercial customers between the hours of 3:00am and 6:00pm, Monday through Saturday each week. Collection is not required on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Postponement or delay of collection services due to adverse weather or hazardous roadway conditions may be allowed with approval of the Director of Public Works.

3. CUSTOMER SERVICE: The Service Provider shall be responsible for providing all customer service functions including:

    a. Answering all customer telephone calls and e-mails;
    b. Informing customers of current services and charges;
    c. Handling customer subscriptions and cancellations;
    d. Receiving and resolving customer complaints;
    e. Dispatching drop-box containers and special collections;
    f. Billing and collections;
    g. Maintaining and regularly updating a user-friendly website that provides on-line payment options.

   Customer Service shall be available to the public between the hours of 8:00am and 5:00pm Monday through Friday, except for City-observed holidays. The customer service department shall be equipped with sufficient customer service representatives and telephones so that all calls can be answered by a person and a responsible person in charge shall be available during all hours of operation. It is the Service Provider's discretion if a physical customer service location is established and maintained within the City limits.

4. CITY OF MIDLOTHIAN CUSTOMER SERVICE REPRESENTATIVE: The Service Provider shall provide the City of Midlothian Public Works Department with the name and direct contact phone number of a direct Customer Services representative for City staff to reach for escalated issues that require City attention.

5. CUSTOMER BILLING: The Service Provider will be responsible for all billing and collections direct with the Customer each month. The successful Service Provider will be responsible for contacting each commercial customer during the Startup Phase (prior to August 1, 2016) and establishing a customer account and billing information.

6. CUSTOMER EDUCATION: The Service Provider shall provide the educational materials and service-oriented information for developing and implementing public education on the collection services offered. The educational materials may include notices to be left at the customer's property and/or inserts to be included in each customer's monthly waste management bill.

   Educational materials shall inform all customers of the cost of the various available collection services, the collection schedules, and acceptable collection materials.

7. FRANCHISE FEE: A minimum Annual Franchise Fees equivalent to 10% of the gross fee revenue shall be credited to the City on each monthly invoice as indicated in Part I, Item 33. Considerations will be given in selection criteria evaluation for additional percentages shared to the City.

8. PREVIOUS COLLECTIONS DATA: The City has included the following customer counts and historical quantities for purposes of preparing the cost proposal. These numbers reflect data on current commercial contracts to the best of the City's knowledge. Actual customers and commercial waste volumes may vary slightly.

   Commercial Waste Tonnage for the year – 5396

   Industrial Waste Tonnage for the year - 6644

Table 1. Current Commercial Container Counts

Type	Count
Dumpster – 2 yd3	23
Dumpster – 3 yd3	18
Dumpster – 4 yd3	36
Dumpster – 6 yd3	70
Dumpster – 8 yd3	111
Compactors – 4 yd3	1

Table 2. Commercial Dumpster Service Frequency

	1 x weekly	2 x weekly	3 x weekly	4 x weekly	5 x weekly
2 CY Container	22	1			
3 CY Container	17	1			
4 CY Container	31	4	1		
6 CY Container	48	15	4	3	
8 CY Container	36	45	23	4	3
4 CY Compactor		1			

Table 3. Industrial Roll Off

Open Top Box Size	# of Units		Compactors	# of Units
20	2		30	1
30	25		35	3
40	1		40	5
			42	1

The industrial (roll-off) count in the field is constantly changing because of temporary containers. These #'s are what is currently in the field. For the past 12 month period, we have an average of about 26 roll-off hauls per week.

SCHEDULE 2
COMMERCIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL COST PROPOSAL

- Dumpster Collection (Front End Loading) – Monthly Commercial Customer Container Rates

Frequency	2 yd3 Container	3 yd3 Container	4 yd3 Container	6 yd3 Container	8 yd3 Container	4 yd3 Compactor
1 day weekly	\$75.04	\$79.81	\$84.61	\$98.90	\$105.40	\$ 253.83
2 days weekly	\$145.28	\$153.26	\$162.83	\$182.02	\$201.17	\$ 488.49
3 days weekly	\$213.94	\$228.28	\$241.07	\$268.23	\$295.37	\$ 723.21
4 days weekly	\$284.19	\$301.73	\$320.90	\$356.02	\$391.16	\$962.70
5 days weekly	\$354.42	\$376.78	\$399.14	\$442.24	\$485.35	\$1197.42
6 days weekly	\$386.35	\$424.68	\$466.19	\$544.43	\$591.26	\$1398.57
Extra Service	\$25.00	\$30.00	\$35.00	\$40.00	\$50.00	\$ 64.44

- Roll-Off Container Services

Container Size	Delivery & Set-Up	Daily Rental of Containers	Haul of Rate
20 yd^3 Open-top	\$ 75.00	\$ 3.00	\$ 305.00
30 yd^3 Open-top	\$ 75.00	\$ 3.00	\$ 349.00
40 yd^3 Open-top	\$ 75.00	\$ 3.00	\$ 439.00
35 yd^3 Packer/Receiver	\$Negotiable	\$Negotiable	\$ 459.00
40 yd^3 Packer/Receiver	\$ Negotiable	\$Negotiable	\$ 499.00
Additional Fees			

- Compactor Services

Rental rates for Compactors shall be negotiated individually between Service Provider & Commercial Customers.

- List any deviations from above Scope of Services (Additional Pages May be Added)

____

____

- List any alternatives to the above Scope of Services (Additional Pages May be Added)

____

____

☐ Service Provider is unable to provide the services described in the schedule (check only if applicable)

AUTHORIZED SIGNATURE: **Date:**

3-1-16

DICK DEMIEN, MUNICIPAL MARKETING MGR
PRINTED NAME AND TITLE

PART IV CONTRACTUAL CONDITIONS

1. REPRESENTATIVE SUBMITTING OFFER: Service Provider affirms they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this proposal in collusion with any other Service Provider, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other Service Provider or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary, or other agent or officer signing this proposal is not and has not been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment proposal on, or to influence any person to offer a proposal or to opt out of the proposal.

   The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set form in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

2. CONTRACT ADMINISTRATOR: ***Will serve as sole liaison between the City Council and affected City Departments and the successful Service Provider. Unless directly outlined in this specification the Service Provider shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process***. The Contract Administrator will be designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The Contract Administrator for this Agreement is the Director of Public Works or their designee. The City will not pay for work, equipment, or supplies which it deems unsatisfactory. Service Providers will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

3. CPI ADJUSTMENT: Base Rate adjustments for changes in the Consumer Price Index (CPI, defined below) will be considered by the City no more than once each Contract year. Service Provider must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld. Service Provider's request for an adjustment in the Base Rates for increases in the CPI shall be calculated as follows:

   Service Provider shall calculate the percentage of change in the CPI between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the CPI Component) using the following CPI indices:

   - Dallas-Fort Worth, Texas; All Items Less Energy; Base Period, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics

   - U.S. City average; All Items Less Energy; Base Period, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics

   The Service Provider shall use the lower of the calculated CPI Components for Base Rate adjustments. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties will agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

   The CPI Component shall be multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing October 1 of the current contract year.

   The City shall, within sixty (60) days after the Service Provider's request for a Base Rate adjustment, advise Service Provider of its approval of an increase in the Base Rates effective as of October

1st of the then current year, or disapproval of the Service Provider's request. If the City fails to render its decision within such sixty (60) day period, the request shall be deemed approved. The City's approval of Service Provider's request for an increase in the Base Rates, as calculated above, shall not be unreasonably withheld.

The CPI adjustment will not be available until the completion of the 2nd year of the awarded contract.

4. EQUIPMENT/SERVICES: All equipment and services supplied under this contract shall be subject to the City's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful Service Provider within one (1) week after notification at no expense to the City.

5. WARRANTY: Successful Service Provider shall warrant that all equipment/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from defects in material, workmanship, and title.

6. INSURANCE REQUIREMENTS: The Service Provider shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under any executed contract. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured.

   The issuer of any policy shall (1) have a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a rating of at least B+ and a Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide. The Service Provider shall maintain the following insurance coverage in the following amounts:

   Commercial General Liability insurance
   $1,000,000 per occurrence/$1,000,000 aggregate
   including Contractual Liability insurance

   Workers' Compensation including Broad Statutory amount Form - All States endorsement

   Automobile Liability insurance
   $1,000,000 combined single per occurrence
   Defense costs excluded from face amount of policy
   Aggregate Limits are per 12-month policy period unless otherwise indicated

   Employer's Liability

Bodily injury by accident	$500,000 (each accident)
Bodily injury by disease	$500,000 (policy limit)
Bodily injury by disease	$500,000 (each employee)

   All Insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days' written notice to the City before they may be canceled. Within the 30 day period, Service Provider shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If the Service Provider does not comply with this requirement, the City, at its sole discretion, may immediately suspend Service Provider from any further performance under the executed contract and begin procedures to terminate for default, or purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Service Provider under the executed contract.

   The Service Provider understands that it is its sole responsibility to provide the required Certificate and that failure to comply within ten (10) days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility, with a Best rating of no less than A:VII, and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Service Provider further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except Workers' Compensation.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional thirty (30) days advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, be provided through the office of the city Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

Additional Workers' Compensation Insurance Requirements:

A. Definitions
   i. Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
   ii. Duration of the project: Includes the time from the beginning of the work on the project until the Service Providers'/person's work on the project has been completed and accepted by the governmental entity.
   iii. Persons providing services on the project ("subcontractor" in §406.096): Includes all persons or entities performing all or part of the services the Service Provider has undertaken to perform on the project regardless of whether that person contracted directly with the Service Provider and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

7. SAFETY: The successful Proposer 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 successful proposer shall be responsible for instructing its employees in materials or waste. The successful proposer 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. Successful proposer shall provide copies of all Hazardous Materials and waste data sheets to the Midlothian Fire Department marked Attn: Fire Marshal.

8. PERFORMANCE BOND: The person or firm to whom the contract is awarded will be required to furnish a performance bond in an amount equal to or greater than twelve (12) calendar months of fees to be paid to Contractor by City and Customers and conditioned upon the faithful performance of the contract. The life of the bond shall be valid and non-cancelable for a period of one year. Thereafter, the Contractor must renew or obtain a new Performance Bond each year of the Agreement. Each Performance Bond must be valid and non-cancelable and comply with the requirements of this Agreement. Bonds shall be provided no later than ten (10) working days after notification of intent to award, or as otherwise required by the proposal specifications.

9. LIQUIDATED DAMAGES: It is the intent of this proposal to ensure that the Service Provider provides a quality level of solid waste services. To this end, all complaints received by the Director of Public Works or his designee, and reported to the Service Provider shall be promptly resolved pursuant to the provisions of the Complaints section of this proposal. Service Provider's failure to remedy any verified complaint as a result of Service Provider's failure to perform its obligations hereunder shall be considered a breach of this Contract, subject to all applicable notice and cure permit. In lieu of termination, the City may, but is not required to, assess Service Provider the following amounts as liquidated damages, which assessments, if any, shall be separately invoiced to Service Provider for payment:

    a. Failure to clean up waste spilled by Service Provider within two business days after written notice to Service Provider: $50.00 per instance
    b. Failure or neglect to collect waste from any customers at those times as required by this Contract within one business day of written notice thereof: $50.00 per failure or repeated instance at same customer location
    c. Failure or neglect to correct chronic, recurring and repeated problems in any category above (chronic, recurring, and repeated shall mean three or more similar incidents as the same customer location within a three month period): $200.00 each instance
    d. Failure to deliver a dumpster or compactor within three business days (Monday- Friday) from the date of order by a Commercial Unit (requests after 3:00 pm shall be deemed made the following business day): $50.00 per instance.

   The parties agree that liquidated damages are not penalties, but represent a fair measure of damages which will be incurred by the City in the event of any of the following specific defaults by the Service Provider. The claim for and the collection of such liquidated damaged shall not affect the right of the City to claim and collect damages in excess of said liquidated damages if greater damages than those set forth above are actually incurred, nor shall the right of the City to claim and collect damages for non-performance on the part of the Service Provider relating to matters not specifically set forth in this section to be waived.

   For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Service Provider. The Contract Administrator may assess charges pursuant to this Section on a monthly basis in connection with this proposal and shall at the end of each month during the term of this proposal may notify the Service Provider in writing of the administrative charges assessed and the basis for each assessment. In the event the Service Provider wishes to contest such assessment he shall, within five days after receiving such monthly notice, request in writing an opportunity to be heard by the Director of Public Works and present its defense to such assessment.

   The Director of Public Works shall notify the Service Provider in writing of any action taken with respect to Service Provider's claims. The decision of the Director of Public Works or his designee shall be final.

10. CITY FACILITIES/EVENTS: FACILITIES, No Charge Services for Facilities– Successful proposer shall provide Solid Waste Services and/or Recycling Services to City Facilities, at the sole expense of the Successful proposer, for all City Facilities for which utilities are paid from the General Fund. Successful proposer shall collect on a frequency designated by the City Staff, from one (1) time every week up to seven (7) times per week, on a scheduled collection day(s) of the number and size of Carts, Dumpsters, closed roll-offs or compactors as specified by the City Staff. The current No Charge Facilities are listed below in Table 3. City staff shall identify additional City facilities as No Charge Facilities as they are built, purchased or acquired by the City and become an active City facility.

NO CHARGE FACILITIES				
City Department	**Address**	**Container(s) Quantity**	**Container Size**	**Collection Frequency**
Midlothian Senior Center	4 Community Circle	1	4	2
Midlothian Senior Center	1 Community Circle	1	Hand Collect	1
Midlothian Conference Center	1 Community Circle	1	8	2
Midlothian Jaycee Park	1711 Meadow Lane	2	6	3
Midlothian Parks & Recreation	111 George Hopper Ln	1	8	1
Midlothian City Barn/Public Works	1070 N Hwy 67	1	30	1
Midlothian Fire Dept	235 N 8th St	1	2	1
Midlothian City Hall	235 N 8th St	1	4	2
Midlothian Fire Dept	9th and E	1	8	1
Midlothian Fire Dept #2	3661 FM 1387	1	4	1
Midlothian Hawkins Spring Park	1400 FM 1387	1	8	1
Midlothian Water Treatment 1	440 Tayman	1	6	1
Midlothian Police Dept	1150 N Hwy 67	1	6	2
Midlothian Police Dept	100 W Ave F	1	6	1
Midlothian Fire Ad	100 W Ave F	1	6	1
Midlothian Fire Station #3	770 N Tower Rd	1	4	1
Midlothian Development Services	101 W Avenue F	1	2	1
Midlothian Fire Admin	100 W Ave F	1	2	2
Midlothian Police Gun Range	440 Tayman Dr	1	6	1
Midlothian Waste Water	1962 Auger	1	3	1
Midlothian Civic Center Ball Park	224 N 11th St	1	3	3
Midlothian Civic Center Hall	224 N 11th St	1	4	1
Midlothian Sports Park	140 14th St	1	6	6
Midlothian Water Treatment 2	1761 Auger	1	6	1
Midlothian Hawkins Spring Park	1498 FM 1387 - **RECYCLE**	1	8	1

EVENTS, No Charge Services for City Events – Successful proposer shall provide Solid Waste Services and/or Recycling Services to City Events, at the sole expense of the Successful proposer, for all City Events for which utilities are paid from the General Fund. Successful proposer shall collect on a frequency as designated by the City Staff on a scheduled collection day(s) of the number and size of Carts, Dumpsters, closed roll-offs or compactors as specified by the City Staff for the particular event. The current No Charge Events are listed below. City staff shall identify additional City Events as No Charge Events as they are built, purchased or acquired by the City and become an active City event.

Current Official City Estimated Solid Waste and Recycling Events Services Requirements		
OFFICIAL EVENT	**Location**	**Est Serv**
Kids Fishing Derby	Community Park	1-8CY Front Load
Chamber Fall Festival 5k	CMISD Stadium	2-Trucks
Spring Clean-up	Public Works	1-8CY Front Load
Fall Clean-up	Public Works	1-8CY Front Load

VENDOR INFORMATION SHEET

Please Type or Print

Company Name	Progressive Waste Solutions	Contact Person	Dick Demien
Payment/Remit to Address:	Progressive Waste Solutions		
Mailing Address:	12150 Garland Rd, Dallas TX 75218		
Phone:	214-215-0518	Fax	972-289-6723
Email:	Suggested (sales@ or bids@) ddemien@progressivewaste.com		
Website:	www.progressivewaste.com		

Is your company a woman or minority owned business with at minimum 51% ownership?	Yes	No XX
If Yes, Is your company certified? Please include a copy of your certificate with this proposal package.	Yes	No

Texas Certifying Agency			
Certification #		Expiration Date:	

Will subcontractors be used for this project? If yes, please list certification information on a separate form and include a copy of certificate.	Yes	No XX

Federal ID #	Type of Business:	Corporation XX	Sole Proprietor	Partnership
1-75-2545116-1:	Other:			

How did you hear about this project and where did you receive the document from? Please check appropriate box below.

Midlothian Mirror	Waxahachie Daily Light	DemandStar/Onvia	City of Midlothian Website	By Telephone from Purchasing Agent XX	Plan Room
Plan Room Which One?					
Other:					

Cooperative (Inter-local) Agreements Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing apply? See General Terms and Conditions for further information.	Yes	No
Comments:		

STATE RECIPROCAL REQUIREMENT

The City of Midlothian, as a local governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident proposer unless the non-resident's proposal is lower than the lowest proposal submitted by a responsible Texas resident proposer by the same amount that a Texas resident proposer would be required to underbid a non-resident proposer to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Proposer shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Texas ______________________

2. Only if your principal place of business is <u>not</u> in the state of Texas, please indicate:

   A. In which state is your principal place of business located? ______________

   B. Does that state favor resident proposers (proposers in your state) by some dollar increment or percentage? YES NO

   C. If "YES", what is that dollar increment or percentage? ______________

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor:	Progressive Waste Solutions
Address:	12150 Garland Rd
City, State, Zip:	Dallas TX 75218
Signature of company official authorizing this proposal:	
Printed Name:	Dick Demien
Title:	Municipal Marketing Manager

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

IESI TX GP Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

2301 Eagle Parkway, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Worth, TX 76177

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

7 5 – 2 8 2 6 5 2 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] VP of TAX Date ▶ 1/10/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B.1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a} with a local governmental entity and the person meets requirements under Section 176.00S{a). By law this questionnai re must be filed with the records administrator of the local governmental entity not later than the 7th business *day* after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense If the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY DateReceived
1. Name of person who has a business relationship with local governmental entity. **N/A**	

2. OCheck this box If you are filing an update to a previously flied questionnaire.

(The law requires that you me an updated completed questionnaire with the appropriate filing authority not later than the 7th business *day* after the date the originally filed questionnaire becomes Incomplete or inaccurate.)

3. Name of local government officer with whom flier has employment or business relationship.

Name of Officer

This section (Item 3 Including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1 a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- Is the local government officer named in this section receiving or likely to receive taxable income, other than Investment Income, from the lifer of the questionnaire?

  OYes ONo

- Is the filer of the questionnaire receiving or likely to receive taxable Income, other than Investment Income, from or at the direction of the local government officer named in this section AND the taxable Income Is not received from the local governmental entity?

  OYes ONo

- Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

  OYes ONo

- Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Dale

Adopted 06/29/2007

NON-RESIDENT VENDOR FORM

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident proposers for out of state contractors whose corporate offices or principal place of business are located outside of the state of Texas. This law states that to be awarded a contract as low proposer a non-resident proposer's response for construction, improvement's or supplies and services in Texas will be proposed in an amount lower than the lowest Texas resident proposer. By the same amount that the resident proposer would be required to underbid a non-resident proposer in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

NON-RESIDENT PROPOSERS

The appropriate blanks in Section A must be filled out by all out-of-state or non-resident proposers in order for your proposal to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that proposer.

SECTION A

1. Non-resident proposers in____________________(give state), our principal place of business, are required to be__________percent lower than resident proposers by state law. Please attach a copy of the statue.

OR

2. Non-resident proposers in____________________(give state), our principal place of business, are not required to underbid resident proposers.

RESIDENT PROPOSERS

Resident proposers must check the box in Section B.

SECTION B

Our principal place of business or corporate office is located in the State of Texas.
Yes: XX

PROPOSER:

Progressive Waste Solutions
Company

12150 Garland Rd

Dallas, Texas 75218
City State Zip

By: Dick Demien
(please print)

Signature: [signature]

Title: Municipal Marketing Manager
(please print)

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Proposal Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
http://www.tbpc.state.tx.us/hubbid

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
http://www.nctrca.org

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME:

REPRESENTATIVE: N/A

ADDRESS: ____________________

CITY, STATE, ZIP: ____________________

EMAIL: ____________________

TELEPHONE NO.:__________ **FAX NO.:**__________

INDICATE ALL THAT APPLY

________ Minority Owned Business Enterprise

________ Woman Owned Business Enterprise

REFERENCE PAGE – INCLUDING GOVERNMENT AGENCIES

Please list five government agencies that your company has done business with over the last two years. Please list all government agencies that your company has done business with at the bottom of this form.

1. City of Waxahachie — COMPANY NAME
Paul Stevens — CONTACT PERSON
401 S. Rogers — STREET ADDRESS; Waxahachie — CITY; TX — STATE; 75168 — ZIP
469-309-4001 — TELEPHONE NUMBER
pstevens@waxahachie.com — EMAIL ADDRESS
Solid Waste Hauling Services — PRODUCTS CURRENTLY BEING USED

2. City of Terrell — COMPANY NAME
Steve Rogers — CONTACT PERSON
201 E Nash — STREET ADDRESS; Terrell — CITY; TX — STATE; 75160 — ZIP
972-551-6600 — TELEPHONE NUMBER
srogers@cityofterrell.org — EMAIL ADDRESS
Solid Waste Hauling Services — PRODUCTS CURRENTLY BEING USED

3. City of Red Oak — COMPANY NAME
Todd Fuller — CONTACT PERSON
PO Box 393 — STREET ADDRESS; Red Oak — CITY; TX — STATE; 75154 — ZIP
972-617-3638 — TELEPHONE NUMBER
tfuller@redoaktx.org — EMAIL ADDRESS
Solid Waste Hauling Services — PRODUCTS CURRENTLY BEING USED

4. City of Kaufman — COMPANY NAME
Jo Ann Talbot — CONTACT PERSON
209 S Washington — STREET ADDRESS; Kaufman — CITY; TX — STATE; 75142 — ZIP
972-932-2216 — TELEPHONE NUMBER
kaufmancitysec@kaufmantx.org — EMAIL ADDRESS
Solid Waste Hauling Services — PRODUCTS CURRENTLY BEING USED

5. City of McKinney — COMPANY NAME
Eric Hopes — CONTACT PERSON
222 N Tennessee — STREET ADDRESS; McKinney — CITY; TX — STATE; 75069 — ZIP
972-547-7500 — TELEPHONE NUMBER
ehopes@mckinneytexas.org — EMAIL ADDRESS
Solid Waste Hauling Services — PRODUCTS CURRENTLY BEING USED

CERTIFIED COPY OF RESOLUTION OF

BOARD OF DIRECTORS OF

Progressive Waste Solutions of TX, Inc.,
a Texas Corporation

RESOLVED that Dick Demien III, Municipal Marketing Manager and Authorized Agent for Progressive Waste Solutions of TX, Inc., be authorized on behalf of the Corporation to execute contracts and other documents related to RFP No. 2016-01 for Solid Waste Management Services for the City of Midlothian, TX.

The foregoing is a true and correct copy of the Resolution adopted by Progressive Waste Solutions of TX, Inc. at a meeting of its Board of Directors held on the 1st day of March, 2016.

By ______________________________
Mary Beth Koenig, Secretary

IESICOR-01 CWETHERILL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES :LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED :PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109

CONTACT NAME: Margie Blackmon
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: Margie.Blackmon@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Arch Insurance Company	11150
INSURER C : Catlin Specialty Insurance Company	15989
INSURER D : Berkley Insurance Company	32603
INSURER E : Liberty Insurance Underwriters, Inc	19917
INSURER F :	

INSURED
Progressive Waste Solutions of TX, Inc.
2301 Eagle Pkwy Ste 200
Fort Worth, TX 76177

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:			GEC002511809	12/31/2015	09/30/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS; X MCS-90 END			41CAB4928010	12/31/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000			UMC-936340916	12/31/2015	09/30/2016	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41WCI4927810	12/31/2015	09/30/2016	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Commercial Umbrella			CEX096000403	12/31/2015	09/30/2016	Umbrella Liability	12,000,000
E	Commercial Umbrella			100007688011	12/31/2015	09/30/2016	Umbrella Liability	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert Macdonald

EVERGREEN
FLEXIBLE BONDING SOLUTIONS

February 25, 2016

City of Midlothian
104 W Avenue E
Midlothian, Texas

Re: Progressive Waste Solutions of TX, Inc.
RFP 2016-01 –Solid Waste Management Services

To Whom It May Concern:

We have reviewed the Proposal of Progressive Waste Solutions of TX, Inc. for the RFP 2016-01, Solid Waste Management Services. We understand that Proposals will be received on March 3, 2016 for the above referenced project, and wish to advise that should this Proposal be accepted and the Contract awarded to Progressive Waste Solutions of TX, Inc., Evergreen National Indemnity Company will provide the required Bond or Bonds.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the State of Texas.

Cordially,

EVERGREEN NATIONAL INDEMNITY COMPANY

Kathleen P Price

Kathleen P. Price
Attorney-In-Fact

KPP:lg

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

KATHLEEN P. PRICE

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY

CORPORATE SEAL 1939 EVERGREEN NATIONAL INDEMNITY COMPANY OHIO

By: Matthew T. Tucker , President

By David A. Canzone, CFO

otary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Tracy Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

NOTARIAL SEAL STATE OF OHIO
PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 25th day of February 2016.

CORPORATE SEAL 1939 EVERGREEN NATIONAL INDEMNITY COMPANY OHIO

Wan C. Collier, Secretary

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
CERTIFICATION OF FILING

Certificate Number:
2016-20191

Date Filed:
03/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Progressive Waste Solutions
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Midlothian

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.

RFP# 2016-01
Solid Waste Hauling Services

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Progressive Waste Solutions	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARLA HUDGENS
Notary Public, State of Texas
My Commission Expires
September 29, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dick Demien, this the 1 day of March, 20 16, 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
M Hudgens	Marla Hudgens	Texas Notary

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

Questions through February 18, 2016

ADDENDUM #1

BID NO. 2016-01

SANITARY WASTE MANAGEMENT SERVICES

BIDS DUE MARCH 3, 2016

1. CHANGES

A. Page 19; Bulk Waste: ***Tires should not be included and has been removed from contract verbiage, refrigerators can be included if they are void of all Freon and marked accordingly. This has been added to contract verbiage.***
B. Page 20; 19. *Recycling Bin* ***Verbiage has been changed to single-stream recyclables in contract***.
C. Page 22; 1. SCOPE OF SERVICES; GENERAL: ***Contract verbiage has been changed to remove 96 gallon and blue.***
D. Page 23; 5. CUSTOMER BILLING: ***Verbiage has been changed to make administration fee amount to City $1.01.***
E. Page 26; Residential Bid Sheet
Contract verbiage changed on page 22 1. Scope of Services to include Limits: 35 lbs, 3' Length and 6" Diameter; 3 cubic yards of brush or bulk at one pickup. And page 23 8. Previous Collections Data to include Senior Citizen apply for the exemption and there are currently 376.
F. Page 27; 2. HOURS OF COLLECTION:
Contract verbiage changed hours to 3:00 am to 6:00 pm Monday through Saturday each week.
G. Page 27; 5. CUSTOMER BILLING: ***Contract Verbiage changed to remove reference to Administration Fee.***
H. Page 29; Commercial Bid Sheet ***Contract verbiage change to remove EXCLUSIVE; Bid Sheet has been changed to include 30 yard and 40 yard open top roll offs and column for Haul Off Rate***
I. Page 35; No Charge Facilities ***Contract has been amended to remove No Charge Facilities table and replace with the updated No Charge Facilities table. Also, on Page 28 #1, the number of municipality services was updated to reflect the number on the table.***
J. Page 23; Residential Waste; Item 8 and Recyclable Item 1 residential customers should be the same 6,279. ***Recyclable number has been corrected for residential and municipality has been changed to 4. It has been stated that Commercial/Industrial Recyclable is not a part of this contract.***

K. Current annual tonnage of Commercial Waste. Commercial, 5396 & Industrial, 6644. ***This has been added to the contract on page 29 #8.***

2. CLARIFICATION OF SPECIFICATIONS

A. Page 8; 18. PROPOSAL AWARD: ***City's preference is to award the entire contract to one contractor. No change required in contract verbiage***

B. **P**age 10; 33. INVOICES: ***The City retains 10% of collection for franchise fee, and should be considered in your bid. No change required in contract verbiage.***

C. Page 19; 7. *Contract* ***Area Yes, Unincorporated Areas refer to areas that have been annexed and future legally annexed areas. No change required in contract verbiage.***

D. Page 20; 20. *Recycling* ***Contract verbiage was changed to remove commercial front-load dumpsters.***

E. Page 20; 13. *Green Waste*
Page 21; 23. Yard Trimmings Services
Page 26; B. Brush Collection;
These terms are interchangeable. No change required in contract verbiage.

F. Does the City own recycling bins being serviced? ***Bins are provided by Service Provider. No change required in contract verbiage.***

G. Are garbage, yard waste, and bulky waste streams collected at the same time with the same truck? ***Yes, No change required in contract verbiage.***

H. Residential Recycling tonnage, shown on page 23, Item 8. ***We have compared the last two years of residential recycling tonnage and last year indicates 408 and the year before was 487.35. No change required in contract verbiage.***

I. Confirm hand collect customers is 6279 and unincorporated residents is 1120. ***It is correct to read 1120 unincorporated customers and 5159 residents within City Limits for a total of 6279. No change required in contract verbiage.***

3. ADDITIONAL INFORMATION PROVIDED

A. ***Rate Sheet attached which is effective 04/01/14***

B. Data with respect to the number and size of roll off hauls ***This information has been added to the contract and can be located on page 30.***

4. INFORMATION NOT AVAILABLE

A. Current Collection Route Maps. ***The City does not have Route Maps.***

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY:

Progressive Waste
12150 Garland Rd
Dallas TX
75218

AUTHORIZED REPRESENTATIVE

Signature
Name Dick Domion
Title Municipal Marketing MGR
Tel. No. 214-215-0518