



REQUEST FOR PROPOSALS

for

SOLID WASTE AND RECYCLING SERVICES

per

THE CITY OF LUCAS SPECIFICATIONS

At

**Lucas City Hall
665 Country Club Road
Lucas, TX 75002**

AMENDED: FEBRUARY 18, 2022

DUE DATE: MONDAY, FEBRUARY 28, 2022 AT 5:00 PM Central Time



REQUEST FOR PROPOSALS

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

*****MONDAY, FEBRUARY 28, 2022 AT 5:00 PM Central Time*****

PRE-PROPOSAL CONFERENCE

The City of Lucas will host a pre-proposal conference on *****TUESDAY, FEBRUARY 1, 2022 AT 10:00 AM Central Time***** in the City of Lucas Council Chambers, located at 665 Country Club Road, Lucas, Texas 75002.

Please reference RFP "SOLID WASTE AND RECYCLING SERVICES," in all correspondence pertaining to this RFP and affix this label to outside front of proposal envelope for identification. All proposals shall be to the attention of the City Secretary.

The City of Lucas appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Lucas City Hall Conference Room. No results will be read aloud when proposals are submitted to the City. However, the City will acknowledge all proposals received via email to all bidders.



**REQUEST FOR PROPOSALS INSTRUCTIONS
AND TERMS OF CONTRACT
SOLID WASTE AND RECYCLING SERVICES**

By order of the City Council of the City of Lucas, Texas, sealed proposals will be received for:

SOLID WASTE AND RECYCLING SERVICES

TO PROVIDE for an annual agreement commencing October 1, 2022 and continuing for five (5) year period. The City of Lucas reserves the right to extend this Agreement for up to two (2) additional three (3) year periods as it deems to be in the best interest of the City.

IT IS UNDERSTOOD that the City Council of the City of Lucas, Texas reserves the right to reject any and/or all proposal for any/or all products and/or services covered in this RFP and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interests of the City of Lucas.

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

SUBMISSION OF PROPOSALS:

Sealed proposals must be submitted no later than *****MONDAY, FEBRUARY 28, 2022 AT 5:00 PM Central Time***** to the following address:

City of Lucas
665 Country Club Road
Lucas, Texas 75002
Attention: City Secretary Stacy Henderson

Please mark envelope with:

“CITY OF LUCAS SOLID WASTE AND RECYCLING SERVICES”

PUBLIC NOTICE FOR AMERICANS WITH DISABILITIES ACT COMPLIANCE

The City of Lucas acknowledges its responsibility to comply with Title II of the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services for participation in or access to the City of Lucas sponsored public programs, services, and/or activities, the City requests that the individual make request for these services at least 48- hours ahead of the scheduled event. To decide, please contact City Secretary Stacy Henderson for the City of Lucas at 972-912-1211 or shenderson@lucastexas.us.

TEXAS PUBLIC INFORMATION ACT

The City is subject to the Texas Public Information Act (“the Act”), a state law which may require the City to make the information provided in response to this RFP available to the public upon request following award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer’s sole cost, to comply with the Act’s provisions relating to submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

PROPOSER CONTACT WITH THE CITY

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, the following requirements will be enforced during the proposal process:

All requests for information will be made in writing to:

Assistant to the City Manager Kent Souriyasak, kent@lucastexas.us.

Replies to all information-pertinent requests will be sent in the form of an addendum to all bidders. **No direct contact with or lobbying of City management, City staff, consultant, or the Lucas City Council will be permitted during the RFP process after the RFP is released to the public.**

No gifts, lunches, or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.

FUNDING: Funds for payment have been provided through the City of Lucas budget approved by the City Council for this fiscal year only. 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 orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the City of Lucas City Secretary's Office after submission deadline will be considered void and unacceptable. The City of Lucas is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt.

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

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of 120 days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

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

AGREEMENT AWARD: The City reserves the right to award any combination of the services asis deemed in the best interest of the City. The City also reserves the right to not award the services.

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

NET PRICES: If during the life of the Contract, the successful Proposer's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Lucas.

DELIVERY: All delivery and freight charges (F.O.B. City of Lucas) are to be included in the proposed price.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Lucas not

later than the seventh 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

ETHICS: Proposer shall not offer or accept gifts of anything of value nor enter any business arrangement with any employee, official or agent of the City of Lucas.

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

ADDENDA: Any interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lucas City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

DESCRIPTIONS: Any reference to model and/or make/maker used in RFP specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lucas City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

LEGAL COMPLIANCE: Proposal must comply with all federal, state, county, and local laws concerning these types of service(s).

QUALITY: Design, strength, quality of materials must conform to industry standards.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

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

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

REQUIRED DOCUMENTATION: Proposer shall provide with this RFP response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

INSURANCE AND INDEMNIFICATION: Successful proposer shall defend, indemnify, and save harmless the City of Lucas and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any agreement which may result from RFP award. Successful Proposer indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs which maybe obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Lucas a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the Owner City of Lucas as an additional insured on the required coverage.

WAGES: Successful Proposer shall pay or cause to be paid, without cost or expense to the City of Lucas, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

NOTICE: Any notice provided (or required by law) to be given to the successful Proposer by the City of Lucas shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Lucas, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

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

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

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

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

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

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

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

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission 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 based on this statement. Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Lucas by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

RFP NOTIFICATION: The City of Lucas will notify interested parties of the RFP posting. This is the only form of notification authorized by the City. The City of Lucas shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all information received by sources other than what was.

EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor follows IRCA and will maintain compliance with IRCA during the term of the Agreement with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under its contract.

PROPOSAL SUMMARY SHEET: Proposal summary results will be made available upon execution of Agreement with the successful Proposer. Proposers desiring a copy of the proposal summary sheet may request a copy via email at kent@lucastexas.us. No results will be given over the telephone.

ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES: Proposers are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The City also encourages proposers to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

QUESTIONS: Any questions concerning this RFP should be directed to **Assistant to the City Manager Kent Souriyasak (Email: kent@lucastexas.us)**.



CITY OF LUCAS

REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES

The City of Lucas will receive proposals for furnishing **SOLID WASTE AND RECYCLING SERVICES**. Proposals must be received no later than *****MONDAY, FEBRUARY 28, 2022 AT 5:00 PM Central Time*****. Proposals submitted by that time will be reviewed by the committee. Any proposals received after ***** MONDAY, FEBRUARY 28, 2022 AT 5:00 PM Central Time ***** will not be opened. Any questions regarding the specifications and process should be directed to the City of Lucas City Manager.

Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements, or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

SECTION I: BACKGROUND

The City of Lucas is a community of approximately 8,000 residents in the northeastern portion of the Metroplex. The City places a high priority on providing excellent municipal services, including residential solid waste services. The City's current Agreement for residential solid waste services expires on September 30, 2022. The current Agreement provides for residential services and City services. The current Agreement does not provide for commercial collection services or exclusive right to roll-off services. Currently, commercial businesses are responsible for sourcing their own solid waste provider. For materials collected within the City, the current contractor is responsible for disposal of all solid waste and bulk waste. There is a separate agreement for subscription-based recycling service. This section provides an overview of the current services.

1. Residential Services

Under the current residential solid waste contract, the provider services approximately 2,454 residential units within the City. From November 1, 2020, through October 31, 2021, 4,300 tons or 8,600,000 pounds of refuse was collected from the City of Lucas.

Current rates for solid waste residential services can be found in Appendix A.

Current rates for subscription-based recycling service can be found in Appendix B.

2. City Services

The current contracts provide for solid waste and recycling services to City facilities. The solid waste provider supports one annual clean-up event. City services are not billed to the City.

SECTION II: SPECIFICATIONS

The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Agreement in Appendix C for the complete scope of services. Services performed will be in accordance with the Agreement included as Appendix C. If the City elects an alternative scope of services for residential services, the Agreement shall be amended accordingly. The following is overview of the scope of services.

1. Agreement Term

An Agreement awarded in response to this RFP will be for an initial term of five (5) years commencing on October 1, 2022. The City shall have the option to renew the Agreement for two (2) additional renewal terms of three (3) years each.

2. Exclusive Franchise

The successful Proposer will be granted the exclusive right to provide residential services and City services except as explicitly excluded in the Agreement. As an add-alternate, if selected

by the City, the successful Proposer may also be granted the exclusive right to provide commercial services commencing October 2022.

3. Residential Services

The successful Proposer shall provide all residents with once per week collection of solid waste and disposal services. Residential refuse will be placed in an appropriate/approved cart and placed curbside. At the request of the customer, the Proposer will pick up refuse at a designated location near the home for an additional fee.

The successful Proposer shall provide all residents with **residential brush removal** as follows:

- Collect unlimited BUNDLED brush (cut not greater than four feet in length) and not heavier than forty pounds per bundle, and placed curbside for collection, weekly.
- Collect UNBUNDLED brush (cut not greater than four feet in length) in a volume of two cubic yards [6'x3'x3'], no less frequently than twice per month.

OR

- Collect unlimited BUNDLED brush (cut not greater than four feet in length) and not heavier than forty pounds per bundle, and placed curbside for collection, once per month.
- Collect UNBUNDLED brush (cut not greater than four feet in length) and bulky waste in a volume of four cubic yards, and placed curbside for collection, once per month.

Add-alternate for concierge residential collection of solid waste and disposal services are as follows:

Alternate #1 Concierge Service – At the request of the customer, Contractor will provide concierge services such as picking up residential solid waste at a designated area near the home for an additional fee.

Add-alternate for residential brush and bulky item removals are as follows:

Alternate #2 Excess Brush and Bulky Item Removal – At the request of the customer, Contractor will collect brush in excess of the amount allowed to be collected curbside for a fee. The fee for custom brush service is to be negotiated between customer and contractor. This service must be scheduled with the Contractor and shall be collected on a first come first basis.

The successful proposer shall provide all residents with **residential bulky item removal** once per month on a day that is agreed upon between the Proposer and the City as follows:

- Collect bulky items placed curbside for collection. A “bulky item” shall refer to appliances (not containing refrigerants), water tanks, yard maintenance machines, furniture, and waste materials other than dead animals or hazardous waste.

Add-alternate for residential recycling services are as follows:

The City of Lucas has a separate agreement with Allied Waste Systems, Inc., d/b/a Republic Services of Plano for the collection of recyclable materials on a subscription basis every other week. The contract with Republic was executed on February 12, 2018, with an initial term commencing on April 1, 2018, and continue for five years terminating on March 31, 2023.

Alternate #3 Residential Recycling Services – The City is interested in learning more about how the inclusion of recycling services would affect the overall rates for Lucas residents. The Proposer shall submit two plans to provide recycling services for (1) all Lucas residents and (2) at the request of the customer provide the collection of recyclable materials on a subscription basis every other week. Residential recyclable materials will be placed in an appropriate/approved cart and placed curbside. The City prefers to manage the billing for recycling services.

Add-alternates for residential manure or stable matter are as follows:

Alternate #4 Residential Manure/Stable Matter Collection – At the request of the customer, provide removal services of a 95-gallon container and invoiced directly to the resident. Resident must purchase containers for manure/stable matter. The fee for manure/stable matter collection is to be negotiated between customer and contractor.

4. Commercial Services

Currently, the City does not have exclusive rights to commercial collection services included in its contract. Commercial entities are responsible for sourcing and selecting their own solid waste provider. The City is interested in learning more about how the inclusion of exclusive rights to commercial collections would affect overall rates for Lucas residents. As a result, the following add-alternate for commercial collection is as follows:

Alternate #5 Commercial Solid Waste Collection – The Proposer shall submit a plan to provide collection of solid waste via dumpsters or dumpster compactors commencing in October 2022. Proposer must outline a detailed transition plan for commercial entities with current providers to transition to the Proposer’s services by October 2022. Commercial entities with existing agreements may request to transition to the Proposer’s services following termination of the existing agreement. The Proposer must also recognize that those commercial entities that are currently under contract with an alternate provider may continue under the current contract with their provider.

NOTE: The City of Lucas is served by six school districts (Allen, Lovejoy, Plano, McKinney, Princeton, and Wylie) and one private school (Lucas Christian Academy). Their

corresponding facilities in Lucas are not included in the collection routes for the purposes of the RFP.

5. Roll-off Services

Currently, the City does not have exclusive rights to collection services associated with construction and demolition debris, via roll-off and roll-off compactors included in its contract. Commercial entities and individuals are responsible for sourcing and selecting their own solid waste provider for services associated with the removal of construction and demolition debris.

6. City Services

The successful proposer shall provide City Services in accordance with the Agreement. The successful Proposer shall provide City Services at no cost to the City unless explicitly authorized in the Agreement. City Services will include, but will not be limited to, the following:

- a) Collection and disposal of solid waste from City Facilities.
- b) Collection and processing of program recyclable materials from City Facilities.
- c) Unlimited collection and processing of one roll-off for use by the City's Public Works Department.
- d) Collection of household hazardous waste annually at an event to be designated by the City.
- e) Roll-off containers provided for two City events to be held in the spring and fall.
- f) Contractor will be responsive to any storm events or acts of nature. Proposer must provide a fee schedule outlining the hourly rate for storm debris collections.

7. Program Household Hazardous Waste and Electronics Collection

Program household hazardous waste and electronics shall include those materials as defined in the Agreement. The successful Proposer may provide recommendations and identify other materials that City may elect to include as part of the program.

8. Residential Services Set-out Limits

For Residential Services, solid waste set-out limits shall not be enforced for (i) first collection following a holiday; (ii) first collection following a move out or move-in, and (iii) Monday of last full week in December to Saturday of first full week in January.

9. Disposal and Processing of Materials Collected

The successful Proposer shall be responsible for disposal of solid waste, brush/yard trimmings and bulk waste, and program household hazardous waste and electronics collected within the City. The Proposer must disclose to the City how much percent by weight they are able to process for the following collections: (i) residential solid waste, (ii) brush and yard

trimmings, (iii) bulk trash, (iv) household hazardous waste, and (v) electronics.

10. Collection Days

For residential services, the City has a strong preference for all program collections to be provided on the same day in each cycle for each customer. For example, if a resident receives regular solid waste collection on a Tuesday, then the City would strongly prefer that recycling and bulk collections also occur on a Tuesday, allowing for maximum consistency and predictability for residents' collection schedules. Proposers may propose alternative collection days for residential services. For other services, the successful Proposer and customer shall mutually agree on collection days.

11. Holidays

If a holiday occurs on a scheduled collection day for a residential service unit, the successful Proposer shall perform the collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.

12. Collection Location

Unless otherwise instructed in writing by City, the successful Proposer shall provide collection for solid waste, program recyclable materials, and bulk waste for residential service units at a location agreed upon between the successful Proposer and the City.

13. Public Education and Outreach

The successful Proposer shall develop, submit for approval from the City, and distribute program introduction notices and non-acceptable set-out notices.

14. Carts

The successful Proposer shall purchase new carts that will be used for the Agreement. Prior to the initial distribution, the successful Proposer shall mail a Cart Selection Notice to each residential service unit. Proposer shall provide a 95-gallon solid waste cart unless a 65-gallon solid waste cart is requested by the Customer. Proposer shall provide a 95-gallon recycling cart unless 65-gallon recycling cart is requested by the Customer. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements. Senior Residents aged sixty-five and older will be entitled to the smaller carts without any additional charges.

15. Collection Vehicles

The successful Proposer shall utilize collection vehicles that meet the requirements set forth in the Agreement. This includes a requirement that collection vehicles shall be ten (10) years old or less. The City also prefers twenty-six cubic yard or smaller collection vehicles to be

used for narrow roadways and driveways.

16. Customer Service

The successful Proposer shall be responsible for managing all customer service requests in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide weekly reports of customer service requests to the City and an overview of all customer interactions, service requests, and complaints provided during the first week of each month to reflect the prior month's activity.

17. Local Customer Services Office

The successful Proposer shall maintain a local office within twenty miles of the City of Lucas City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of collection from residential service units, Monday through Friday. For after office hours, local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

18. Billing

The City shall be responsible for billing base services for residential services including solid waste, recycling, concierge, and excess brush/bulky item removal. The successful Proposer shall be responsible for all other billings including residential manure/stable matter collection.

19. Franchise Fee

The successful Proposer shall pay the City a franchise fee equal to seven percent (7%) of gross billings for services provided via the Agreement within the City.

20. Performance Bond and Insurance

The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Agreement.

SECTION III: PROPOSAL CONTENT

Proposers must submit the following information with proposal packets in support of their Proposals. Proposers are required to use the following format in response to the specifications and include a corresponding Table of Contents for submittals.

***NOTE:** Any material submitted by the Proposer that is considered proprietary and confidential must be marked accordingly. Any documents marked as proprietary and confidential will be treated as such. Any documents not marked as proprietary and confidential will be treated as*

normal records. It is incumbent upon the Proposer to mark proprietary documents. The City will not do so.

1. Letter of Intent and Company Overview

- a) Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one-hundred-twenty (120) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.
- b) Proposers must complete Form 1- Company Information.

2. Method of Approach

- a) **Overview of Approach to Services.** Proposer shall provide a brief overview of the method of approach for providing the following services responsive to the specifications.
 - (i) Residential Services
 - 1. Residential Solid Waste and Disposal Services
 - Alternate #1:** Concierge Service
 - Alternate #2:** Excess Brush and Bulky Item Removal
 - 2. Residential Recycling Services
 - Alternate #3:** Residential Recycling Services for (1) all Lucas residents and (2) customers on a subscription basis
 - 3. **Alternate #4:** Manure/Stable Matter Collection
 - 4. **Alternate #5:** Commercial Solid Waste Collection
 - (ii) City Services
 - 1. Collection and disposal of solid waste from City Facilities.
 - 2. Collection and processing of program recyclable materials from City Facilities.
 - 3. Unlimited collection and processing of one roll-off for use by the City's Public Works Department.
 - 4. Collection of household hazardous waste annually at an event to be designated by the City.
 - 5. Roll-off containers provided for two City events to be held in the spring and fall.
 - 6. Contractor will be responsive to any storm events or acts of nature. Proposer must provide a fee schedule outlining the hourly rate for storm debris collections.
- b) **Description of Personnel.** Proposer shall meet the personnel standards as set forth in the Agreement. Proposer shall describe the following:
 - (i) Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
 - (ii) Proposer shall describe any training programs for personnel.
 - (iii) Proposer shall describe the dress code that is required for personnel.

- d) **Program Household Hazardous Waste and Electronics to be Collected.** Proposer shall identify all household hazardous waste and electronics to be collected annually at a City designated special event.
- (i) Proposer shall collect, at a minimum, the materials defined as program household hazardous waste and electronics in the Agreement.
 - (ii) Proposer shall identify any additional materials that can be collected as part of the program household hazardous waste and electronics program at no additional cost.
 - (iii) Proposer shall describe approach to processing materials that can be collected as part of the program household hazardous waste and electronics program.
- e) **Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for residential service units. Proposers must describe the collection route schedules and maps.
- f) **Description of Carts.**
- (i) Proposer shall describe the carts that will be purchased by the Proposer. The description shall include, at a minimum, the manufacturer, capacity, and color. Recycling carts shall be blue. Photos of the proposed carts should be included.
 - (ii) If requested, Proposer shall provide a sample of the carts to the City.
 - (iii) Proposer shall describe procedures used to minimize damage to carts.
 - (iv) City shall have the sole decision in determining the appearance of carts.
- h) **Description of Collection Vehicles.** Proposer shall provide a description of all collection vehicles to be used to provide service under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:
- (i) Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
 - (ii) Size of vehicles.
 - (iii) Number of front line and spare vehicles to be used to perform each service.
 - (iv) Any future equipment to be acquired and a timeline for acquisition of new equipment.
 - (v) Number of personnel needed for each collection crew to conduct each service.
 - (vi) Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles.
 - (vii) Environmental features or benefits of proposed collection vehicles (e.g., compressed natural gas).
 - (viii) Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered, and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage

or leakage by Contractor or Contractor's employees or subcontractors.

- i) **Disposal and Processing Facility Information.** Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Agreement.
 - (i) Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
 - (ii) Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
 - (iii) Contact name and phone number of the site manager.
 - (iv) Term of the Proposer's Agreement with the facility and/or limitations.
 - (v) If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- j) **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - (i) Description of customer complaint resolution procedures.
 - (ii) Proposed customer call center information including location of call-center and a direct point of contact should issues arise.
 - (iii) Description of proposed policies for setouts that exceed set-out limits including documentation, communication with residents and communication with the City.

- k) **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing services (excluding baseservices for residential services). Proposer shall include a description of proposed nonpayment procedures.

- l) **Description of Transition Plan.** Proposer will describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
 - (i) Individual or group of individuals that will oversee the execution of the transition plan.
 - (ii) Proposed approach including equipment, personnel, and schedule, for delivering carts to residential service units. Proposers shall also describe how the delivery of carts will be conducted in coordination with removal of the existing cans/carts used by customers.

- (iii) Proposed approach for commercial container delivery, including a proposed date for the completed transition, if the Proposer elects to respond to Alternate #5.
- (iv) Overall schedule for the transition.
- (v) Proposed strategies for customer communication regarding the transition of service providers, including residential service units and, if responding to Alternate #5, commercial service units.
- (vi) Description of exceptions to Agreement. Proposer shall identify all exception(s) to this RFP and the Agreement. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Agreement will be considered and included in the City's evaluation. If Proposer fails to list any **exceptions, Proposer shall not raise any exceptions later if selected for award.**

3. Experience and References

a) Experience of Key Personnel

Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time everyone will be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.

b) References

Proposers shall provide a minimum of three references for other communities, preferably in the Dallas-Fort Worth Metroplex, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:

- i. Name of community and description of services provided, including number of residential service units and commercial service units.
- ii. Contact person, including name, title, phone number, and email address.
- iii. Number of years of service and year in which services began.

4. Insurance, Performance Bond, and Financial History

- a) Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.
- b) Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two (2) years.

5. Other Forms

- a) Proposers must complete Form 2 – Conflict of Interests
- b) Proposers must complete Form 3 – Pricing Information

SECTION IV: PROPOSAL EVALUATION

Award of an Agreement will be based upon the best value for the City. The Proposals will be evaluated using the following criteria and scoring system. The following table shows the maximum points and relevant Proposal content that will be considered for each scoring criteria.

Proposal Evaluation Criteria

Criteria	Proposal Content Considered	Maximum Points
Letter of Intent and Company Overview	Section 1	10
Method of Approach	Section 2	30
Experience of Key Personnel	Section 3	30
Insurance, Performance Bond, and Financial History	Section 4	30

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person for the City. Interviews are tentatively scheduled for a date to-be-specified during THURSDAY, MARCH 17, 2022 AT 7:00 PM Central Time. Proposers will be re-scored once the interviews are complete.

FORM 1: Company Information

Company Name:	
Address:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address:	
Number of Years in Business:	

FORM 2: Conflict of Interest

Texas Local Government Code §176.006(a) requires a vendor to file a completed conflict of interest questionnaire in the form prepared by the Texas Ethics Commission (Form CIQ) if the vendor has a business relationship with a local governmental entity and:

1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that (i) an Agreement between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into an Agreement with the vendor;
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that (i) an Agreement between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into an Agreement with the vendor; excluding any gift described by Texas Local Government Code Section 176.003(a-1); or
3. Has a family relationship with a local government officer of that local governmental entity.

The completed questionnaire must be filed with the City Secretary not later than the seventh business day after the later of:

1. The date that the vendor (A) begins discussions or negotiations to enter into an Agreement with the local governmental entity; or (B) submits to the local governmental entity an application, response to an RFP or bids, correspondence, or another writing related to a potential Agreement with the local governmental entity; or
2. The date the vendor becomes aware (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Texas Local Government Code §176.006(a); (B) that the vendor has given one or more gifts described by Texas Local Government Code §176.006(a); or (C) of a family relationship with a local government officer.

It is the responsibility of every vendor filling out and submitting a proposal pursuant to this RFP to determine if there is a conflict meeting the parameters listed above. If so, the City of Lucas requires this Questionnaire be completed and turned in with the proposal.

Note that Texas Local Government Code §176.013 establishes criminal penalties for failing to answer and submit a conflicts of interest questionnaire when required to do so as well as allows the City to declare an Agreement void if the City determines the vendor failed to submit the required questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Disclosure of Interested Parties (Form 1295)

Prior to entering into an Agreement with the City for the services to be provided pursuant to this RFP, the successful Proposer must complete a “Disclosure of Interested Parties” form (Form 1295) on the Texas Ethics Commission website at www.ethics.state.tx.us . By law, the City cannot sign an Agreement with the successful Proposer until Form 1295 is completed.

Certification Regarding Boycotting Israel

Texas Government Code §2270.002 prohibits a governmental entity from entering into an Agreement with a company for goods and services unless the Agreement contains a written verification from the company that the company does not boycott Israel and that it will not boycott Israel during the term of the contract. Any proposer that cannot so certify shall be disqualified.

FORM 3: Pricing Information – Proposed Fees for Residential and Commercial Services

Proposers shall complete the forms to provide the City with an understanding of the base fees for residential and commercial service collection.

3.1 – Proposed Fees for Residential Services (Solid Waste Collection Only)

Proposers shall complete the forms to provide the City with an understanding of the base fees for residential service collection.

3.1(a) – Residential Services	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection weekly	
Residential brush removal UNBUNDLED brush placed curbside for collection twice per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

3.1(b) – Residential Services with Alternate Brush Schedule	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection once per month	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection once per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

Alternates:

3.1(c) – Alternate Residential Services	
Description	Proposed Monthly Fee per Residential Service Unit
Concierge service	
Excess brush removal	
Residential bulky item removal	
Subscription-based recycling collection	
Manure/stable matter collection	
<i>Additional Cart Services</i>	
Additional 95-gallon solid waste cart	

1. Proposed fees exclude 7% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly, and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10% discount for senior citizens, as described in the Agreement.

3.2 – Proposed Fees for Residential Services (Solid Waste and Recycling Collection)

Proposers shall complete the forms to provide the City with an understanding of the base fees for residential service collection.

3.2(a) – Residential Services	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Recycling collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection weekly	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection twice per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

3.2(b) – Residential Services with Alternate Brush Schedule	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Recycling collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection once per month	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection once per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

Alternates:

3.2(c) – Alternate Residential Services	
Description	Proposed Monthly Fee per Residential Service Unit
Concierge service	
Excess brush removal	
Residential bulky item removal	
Manure/stable matter collection	
<i>Additional Cart Services</i>	
Additional 95-gallon solid waste cart	

1. Proposed fees exclude 7% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly, and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10% discount for senior citizens, as described in the Agreement.

3.3 —Proposed Fees for Commercial Service – Alternate #5

Proposers shall complete this form to provide the City with an understanding of fee differences if Commercial Services were to be included in the Agreement. Should the City choose to implement this service alternative, the pricing would be established with relevant pricing in the below form to develop the total monthly fee for commercial service units in conjunction with the relevant pricing for residential service units. For example, if the City chooses to implement Alternate #5, the Proposed Fees for Commercial Services from Form 3.3 and the Proposed Fees for Residential Services with Alternate #5 would be added to the Agreement.

Alternate Service

Alternate #5: Exclusive Provider for Commercial Service Units

Dumpster Type and Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
Commercial low-waste generator		n/a	n/a	n/a	n/a	n/a	n/a
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Proposed fee excludes 7% franchise fee.
2. Includes disposal of collected material.

3.3(a) – Proposed Fees for Residential Services (Solid Waste Collection Only) with Add Alternate #5

3.3(a) – Residential Services with Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection weekly	
Residential brush removal UNBUNDLED brush placed curbside for collection twice per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

3.3(a) – Residential Services with Alternate Brush Schedule and Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection once per month	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection once per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

Alternates:

3.3(a) – Alternate Residential Services with Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
Concierge service	
Excess brush removal	
Residential bulky item removal	
Subscription-based recycling collection	
Manure/stable matter collection	
<i>Additional Cart Services</i>	
Additional 95-gallon solid waste cart	

1. Proposed fees exclude 7% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly, and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10% discount for senior citizens, as described in the Agreement.

3.3(b) – Proposed Fees for Residential Services (Solid Waste and Recycling Collection) with Add Alternate #5

3.3(b) – Residential Services with Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Recycling collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection weekly	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection twice per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

3.3(b) – Residential Services with Alternate Brush Schedule and Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
<i>Collection and Disposal Processing Services</i>	
Residential solid waste collection once per week	
Recycling collection once per week	
Residential brush removal unlimited BUNDLED brush placed curbside for collection once per month	
Residential brush removal UNBUNDLED brush and bulky waste placed curbside for collection once per month	
TOTAL PROPOSED MONTHLY RESIDENTIAL FEE	

Alternates:

3.3(b) – Alternate Residential Services with Add Alternate #5	
Description	Proposed Monthly Fee per Residential Service Unit
Concierge service	
Excess brush removal	
Residential bulky item removal	
Manure/stable matter collection	
<i>Additional Cart Services</i>	
Additional 95-gallon solid waste cart	

1. Proposed fees exclude 7% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly, and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
5. Sum of all above rows. Contractor shall provide a 10% discount for senior citizens, as described in the Agreement

APPENDIX A Current Rates

wastedpl@swbell.net

sales@barneswds.com
972-734-3333

www.barneswds.com



Trash Collection Services

City of Lucas Guidelines: The City of Lucas contracts with Barnes Waste Disposal, Inc. (BWDI) for trash collection services. The charge for trash collection is added to your monthly water bill. If your water is provided by another source, you will receive a bill from the City of Lucas for trash service only.

General Information:

Time: To avoid missing collection, please be sure to have ALL trash out by 7 a.m. on your day of service.

Basic Service: The basic monthly service rate is for up to 120 gallons of trash collected each week from a single residence, which is equivalent to (1) 96-gallon polycart container plus up to 3 kitchen sized trash bags. Upon request, each residence will be supplied with (1) 96-gallon polycart at no charge. Basic service is \$22.35 per month (includes tax).

Expanded Service: The expanded monthly service rate is for up to 240 gallons of trash collected each week from a single residence, which is equivalent to (2) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$27.28 per month (includes tax).

Expanded+ Service: The expanded+ monthly service rate is for up to 340 gallons of trash collected each week from a single residence, which is equivalent to (3) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$32.21 per month (includes tax).

2 Basic Service: The 2 basic service rate is for up to 440 gallons of trash collected each week from a single residence, which is equivalent to (4) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$37.92 per month (includes tax).

BWDI shall have no obligation to collect trash, garbage, or refuse in excess of the service level chosen for your residence. If your residence requires more than the above described services, you may request another polycart and each additional 100 gallons of refuse will be collected at an additional rate. If the amount of trash set out for collection each week exceeds your chosen level of service, you will automatically be raised to the level of service that is appropriate for the amount being collected.

Bulk Items: You must call in advance for bulk items (furniture, appliances, junk clean out, yard debris). Due to limited space on the truck, if you have not called in advance, items may be left. Please label any items that are not obvious as refuse. Route personnel are limited to 2 cubic yards of bulk, twice a month, collected with regular trash once it has been scheduled. Two cubic yards is 6ft long x 3ft wide x 3ft tall, or about the size of a loveseat.

Special Preparations for Bulk Items:

- Carpet** must be cut into strips no wider than 48 inches and rolled into secured bundles of no more than 35 lbs.
- Glass Doors, Mirrors, or Windows** must have the glass broken out and placed into a sealed cardboard or hard-sided container to be collected with the rest of the item.
- Basketball Goals** must be drained and disassembled.

Special Collections: For large amounts of refuse, furniture, bulk items, and/or yard debris in excess of 2 cubic yards, you must call BWDI directly to schedule a special collection.

Updated September 2019

Lawn Debris: All lawn clippings should be contained in either the paper “green bags” or 2mil plastic garbage bags, and weigh no more than 35 lbs. per bag, with a limit of 5 bags collected per week. Excessive grass, leaves, and lawn clippings are subject to an extra charge.

Cut and bundled limbs will be collected in unlimited amounts so long as limbs and brush are cut to no longer than 48 inches in length and bound in bundles of no more than 6 inches in diameter, weighing no more than 35 lbs. A different truck may collect tree limbs/brush if more than 2 cubic yards is placed out.

In addition, BWDI will schedule larger/uncut brush piles on a first come, first serve basis of up to (10) cubic yards, twice per calendar year. This complimentary service requires brush to be curbside and will not be collected with your regular trash. Contact BWDI to schedule a collection.

BWDI is not responsible for collecting brush or lawn debris generated by lawn services or any person that is not the account holder.

Extra Services: such as carryout from your backyard, pasture, tree line, etc. can be arranged and will be quoted on an “as needed” basis. The cost for these services will be billed directly from BWDI, and must be paid prior to collection.

Stable Matter: Manure or stable matter will be billed directly by BWDI and will not be collected with regular trash, unless the customer has contacted BWDI first. Customers must provide their own containers for manure or stable matter. Contact BWDI for more information on this service.

The following items will not be collected by BWDI: Including but not limited to hazardous waste, roofing material, shingles, dirt, rock, brick, steel shavings, concrete, hot ashes, automotive parts, tires, batteries, liquid paint, motor oil, solvents, pool chemicals, refrigerant appliances, radioactive material, pathogens, toxic waste, acidic waste, or volatile material.

BWDI will not collect or dispose of construction, remodel, or landscape debris generated by a business, individual, or entity providing services to the property owner.

Household Hazardous Waste: Please call BWDI for monthly collection dates and instructions.

Holiday Schedule: (BWDI only observes the following holidays)

New Year’s Day	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Day

If your service day falls on or after these holidays your trash collection will be one day later, *for that week only*. Friday routes will be collected on Saturday. Service days preceding a holiday will not be affected. Bulk items will not be collected on holiday weeks.

Office Hours: Our office is typically open Monday – Thursday from 8 a.m. – 5 p.m., and Friday from 8 a.m. – 3 p.m. We do try to answer phone calls as they come in, however, if we are on the phone with another customer or out of the office, you may need to leave a message. We will return the call of anyone who has left a message while we were unavailable.

Containers provided to the customer by Barnes Waste Disposal, Inc. are on loan from the company to be used while the customer has service in good standing with Barnes Waste Disposal, Inc. In the event of a service cancellation, whether initiated by the customer or the company, the trash container must be returned to Barnes Waste Disposal Inc. If a container is not able to be recovered by the company, the customer will be charged for the container.

Please be sure to add wastedpl@swbell.net and sales@barneswds.com to your e-mail contacts or “white list” to ensure that you do not miss a notification from our office. We never sell your e-mail address, and will only use them to contact you regarding your service or billing.

If you have any questions or concerns, please feel free to contact us at 972-734-3333, wastedpl@swbell.net, or www.barneswds.com

APPENDIX B
Current Recycling Services

Information regarding current recycling services is available on the City of Lucas website at <https://www.lucastexas.us/curbside-recycling/>.

APPENDIX C
Sample Agreement for Solid Waste Collection and Disposal

STATE OF TEXAS §
§ AGREEMENT FOR SOLID WASTE AND
COUNTY OF COLLIN § RECYCLING SERVICES

This Agreement for Solid Waste and Recycling Services (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and _____ (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (“the RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP before February 28, 2022; and

WHEREAS, City received and evaluated proposal from vendors in response to the RFP; and

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee to provide services on the terms and conditions provided in this Agreement; and

WHEREAS, Contractor desires to render solid waste and recycle services, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference, and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, to the extent allowed by law, and except as otherwise provided in this Agreement, City desires to provide an exclusive franchise and contract to operate over, upon, along and across the present and future streets, alleys, bridges and public properties of the City for the purpose of providing services related to the collection of Waste from all residential and, if Alternate #4 is selected, beginning in October 2022, from commercial customers located within the City’s Limits and transportation of said Waste to its point of disposal subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate a Waste collection, transport and disposal service in accordance with the provisions of this Agreement;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is collected within the City pursuant to this Agreement.

Agreement shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.

Agreement Year shall mean the period beginning _____ of each year and ending on _____ of the subsequent year for the term of the Agreement.

Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can.

Bulk Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Bag such as, but not limited to White Goods, furniture, Brush, large electronics, and other oversized Acceptable Solid Waste.

Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.

Can shall mean a receptacle owned by the Customer used for Solid Waste or Bulk Set-outs.

Cart shall mean a receptacle purchased by the Contractor or City, equipped with wheels, a bar, and an RFID tag (UHF), with a capacity of approximately ninety-five (95) gallons or sixty-five (65) gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (_____).

Cart Selection Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

City shall mean the City of Lucas, Texas.

City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

Collect or Collection shall mean the act of removing Acceptable Solid Waste or Bulk Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics for transport to a Processing Facility.

Commencement Date shall mean October 1, 2022, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Agreement.

Commercial Container shall mean Dumpsters and Roll-offs.

Commercial Hand Collect Service Unit shall mean a Commercial Service Unit which Set-outs no more than ten (10) Solid Waste Bags per Scheduled Collection Day based on two (2) collections per calendar week.

Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.

Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.

Consumer Price Index shall mean Garbage and Trash collection series id: _____ base index figure will be _____.

Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Trimmings other than Yard Trimmings.

Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

Contractor shall mean _____.

Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.

Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste, Recyclable Materials, and Bulk from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.

Customer shall mean (i) the City or (ii) owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

Disposal Site shall mean a Landfill or other Solid Waste minimum capacity of two (2) cubic yard, a maximum capacity of ten (10) cubic yards and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial Units. Contractor shall provide Dumpsters to Customers.

Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.

Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.

Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.

Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.

Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.

May shall mean something that is not mandatory but permissible.

Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.

Performance Bond shall mean a corporate surety bond that guarantees compensation to City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by this Agreement.

Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Yard Trimmings, treatment into mulch or compost, and marketing of mulch or compost to end markets. Recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.

Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by Contractor.

Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

Program Household Hazardous Waste and Electronics shall mean the following Solid Waste:

- a. Aerosols containing flammable or hazardous material such as paint
- b. Lubricant - Automotive/Household Compressor Oil, Cutting Oil, etc.
- c. Electronics - CPU's (computers) Laptop and handheld computers; CRT's (Computer Monitors); Telephones, Cell Phones, Portable Phones, Keyboards, Mice, CD-ROM's (other disc drives), including cables
- d. Televisions, VCR's, CD Players, Stereos
- e. Art/Hobby Supplies — Adhesive, Paint, Cleaners, Correction Fluid, Photography Chemicals
- f. Other Household — Fluorescent Tubes/Bulbs, Compact Fluorescent Lamps (CFLs), Thermostats, Thermometers
- g. Automotive Products—Cleaners, Lubricant, Solvent, Fuel, Brake Fluid, Antifreeze, Carburetor Cleaner, Metal Conditioner, Engine Degreaser, Fuel Additives, Used Motor Oil, Used Oil Filters, windshield washer fluid, transmission fluid, batteries, oily rags, polishes, waxes
- h. Paint - Aerosols, Hobby/Automotive/Household Latex and Oil-Base Paint Products including Thinner, Lacquer, Linseed Oil, Primer, Stain, Varnish, stripper caulking, glue, wood preservative
- i. Cooking Oil

- j. Microwave Ovens
- k. Batteries — Automotive and Household
- l. Personal Products — Nail Polish, Polish Remover, Rubbing Alcohol, Shoe Polish, Spot Remover
- m. Scanners, Printers (desk top, non-commercial)
- n. Household Cleaners – bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaner, rust remover
- o. Household/Auto Polish, Degreaser, Rug/Upholstery Cleaner, etc.
- p. Poison — Household/Garden Poison (insecticide, herbicide, fungicide), Bait, Fertilizer, etc.
- q. Fax Machines
- r. Copiers (noncommercial, desk top units only)
- s. Flammables — Automotive/Household Solvent, Fuel, Paint, Lubricant, Kerosene, Charcoal Lighter Fluid, Mineral Spirit
- t. Thermostats/Thermometers containing mercury
- u. Sharps — Including needles and lancets placed into a sealed rigid plastic Container prior to placing inside the bag.
- v. Swimming Pool chemicals – pool acid; chlorine – tablets, liquid
- w. Other Solid Waste agreed upon in writing by Contractor and City.

Program Recyclable Materials shall include the following Recyclable Materials:

- (a) Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines, catalogs; telephone books and Yellow Pages; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.
- (b) Plastic: #1 through #7 rigid plastic bottles, containers, jugs, jars, or other rigid plastics. Excludes plastic bags and Styrofoam.
- (c) Aluminum and Other Metal: Beverage container, food can, empty paint cans, bi-metal Container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Materials of a similar nature. Excludes aluminum foil.

- (d) Glass: Any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Excludes window glass, porcelain, china, or ceramics.

Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.

Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Services shall mean the Collection and Processing of Program Recyclable Materials, Yard Trimmings and Program Household Hazardous Waste and Electronics.

Refuse shall mean Rubbish.

Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.

Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.

Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.

Senior Resident shall mean any Lucas resident aged 65 or older.

Set-out shall mean material(s) placed by a Customer for Collection by Contractor.

Shall something that is mandatory and not merely discretionary.

Single Stream shall mean commingled and not required to be subdivided by the Customer prior to Collection.

Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
- (c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.).

Solid Waste Bag shall mean Non-dissolvable plastic sack with a capacity of up to approximately thirty five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Solid Waste Bag and its contents shall not exceed forty (40) pounds.

Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste and Bulk Waste.

Special Waste shall mean waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Set-out Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing fifty pounds (50 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

Article II

Term

2.1 The Initial Term of this Agreement shall commence on October 1, 2022 (the “Commencement Date”) and continue for a period of five (5) years, unless sooner terminated as provided herein.

2.2 The City shall have the option to extend the term of this Agreement for two (2) additional three (3) year terms (each a “Renewal Term”) by providing written notice to the Contractor one hundred eighty days (180) prior to the expiration of the Initial or Renewal Term.

Article III

Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence. These documents shall be referred to collectively as “Contract Documents.”

- (a) This Agreement;
- (b) City’s Request for Proposals Solid Waste and Recycling Services 2022, including all addenda (“RFP_____”) (Attached as Exhibit “A”); and
- (c) Contractor’s Response to RFP_____ (attached as Exhibit “B”).

Article IV

Scope of Services

4.1 Contractor is hereby granted the sole and exclusive privilege and duty within the territorial jurisdiction of the City and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Services and Recycling Services for Residential and City Facilities and to perform all of the work called for and described in Exhibit “A” and Exhibit “B”.

4.2 Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall not pass to the Contractor.

Article V

Schedule

Contractor shall commence the Solid Waste Services and Recycling Services on October 1, 2022, on a weekly basis or as directed by the City.

Article VI

Rates and Services

Contractor shall provide the services at the rates set forth in Exhibits “A” and “B”.

Article VII

Rate and Disposal Adjustments

7.1 The commercial and residential base rates shall be effective commencing on October 1, 2022 and thereafter shall be subject to a fixed_% Price Index increase, annually, beginning October 1, 2023. If this Agreement should be renewed for a Renewal Term, this fixed Price Index increase amount will be eligible for re-negotiation and could increase or decrease depending on economic factors. Such rate increases will occur in October each year during the life of this Agreement. The City shall be notified of the proposed rate increase by August 1 of each year. The Miscellaneous Charges identified in Sections 6.2(b) and 6.2(c) shall remain fixed for the duration of the Contract.

7.2 Contractor may apply for a supplement increase in the rates for services as a result of (i) any increases in taxes, fees and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party disposal or processing facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). Such application shall include an explanation of the basis for the proposed increase and will be subject to the approval of the City, which will not be unreasonably withheld, conditioned or delayed. At the City’s discretion, the increase may be made retroactive in effect.

7.3 Contractor shall not charge City for collection services from City Facilities as described in Exhibit “A” or from any additional City Facilities that the City may add.

Article VIII

Devotion of Time

8.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of services under this Agreement.

8.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor and shall not be reimbursed by the City unless otherwise provided herein.

8.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein. Any equipment Contractor furnishes shall remain Contractor’s property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day.

Article IX

Non-Collection and Complaints

9.1 Contractor shall establish a reporting procedure for customer service requests, including an overview of customer interactions and complaints as set forth in Exhibit “A”, and as directed by the City.

9.2 Contractor shall establish a written Customer complaint procedure to be approved by the City and at a minimum provide that the Customer complaint shall be responded to within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. Contractor shall be responsible for maintaining a written log of complaints, and provide the City, on a weekly basis, with a copy of the log and all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any omitted collection from a residential unit shall be collected the same business day if notification to the Contractor is provided by 2:00 P.M. on the day of notification, but not later than 12:00 P.M. of the next business day.

9.3 Contractor shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the Complaint is received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

9.4 City shall notify Contractor of each complaint reported to the City. It shall be the duty of the Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint and notify the City of its disposition within twenty-four (24) hours after receipt of the complaint. Contractor must document in writing to the City the Contractor's response and resolution.

9.5 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property as the result of actions of Contractor's employees, agent or subcontractors.

9.6 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property as the result of actions of Contractor's employees, agents or subcontractors.

9.7 Contractor shall notify all Customers about complaint procedures, rules and regulations, and day(s) of collection on an annual basis and whenever there is a change in service, day(s) of collection, procedures, etc. Notice shall be in the form of printed matter distributed by Contractor to all Premises served by Contractor. Such changes and notice materials must be approved by the City Manager prior to distribution.

9.8 Should a dispute arise between the City, Contractor and/or a Customer as to the validity of any complaint or failure by Contractor to collect Garbage or Recyclable Material, or any other non-performance question, the decision of the City on such matters shall be final and all parties agree to abide by said decision, provided, however, that when Contractor challenges any complaint or failure to perform under this Agreement, the City may, at its sole discretion, shall request a joint inspection by a representative of the City and a representative of Contractor.

9.9 It is understood and agreed by and between the City and Contractor that if any Customer maintains improper or inadequate Carts for the nature, volume or weight of Garbage to be collected from a Residential Service Unit, or if any Customer improperly places debris, bulk items or Unacceptable Waste for collection, Contractor may refrain from collecting all or a portion of such Garbage or Bulk Waste and shall notify the City and the Customer of the reason for such non-collection. When the City is notified by a Customer that Garbage or Bulk Waste has not been collected on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect Garbage or Bulk Waste without cause, Contractor shall collect the same within twenty-four (24) hours after a collection order is issued by the City.

Article X

Damage to Property

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

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

10.3 Within fifteen (15) Business Days of the Commencement Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

Article XI

Hours of Operation and Holidays

11.1 Hours of Operation. Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time and shall not extend beyond 7:00 PM, Central Time. Collection from Commercial Service Units not adjacent to Residential Service Units shall be Collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contractor Administrator reserves the right to restrict the hours of operation based on customer complaints.

11.2 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next calendar day after the holiday.

Article XII

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article XIII

Insurance/ Performance Bond

13.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in this Article 12 and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

13.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance (other than workers' compensation, or equivalent); (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

13.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

13.4 Contractor shall deliver to City a performance bond in the amount of \$750,000.00 executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Agreement. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

**Article XIV
Indemnification**

14.1 THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER. CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF CITY'S NEGLIGENCE.

14.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS.

14.3 SAID INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES OR BY ANY OTHER PERSON OR PERSONS.

14.4 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR

SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

14.5 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article XV

Termination

15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Agreement and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Agreement by delivery of written notice to Contractor. Upon such termination under this Section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Agreement for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Agreement immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Agreement and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Agreement within the required period set forth in the Bankruptcy Code.

15.3 Mutual Agreement. In the event City and Contractor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in writing.

15.4 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Agreement or otherwise granting to Contractor an exclusive Agreement and franchise for the Solid Waste Collection services to be provided herein, or an amendment to State law makes this Agreement unlawful to the extent that the Agreement grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:

- (a) to terminate this Agreement, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or
- (b) to continue to perform the services pursuant to this Agreement, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Agreement Fee.

If such injunction is applicable to any services provided under this Agreement other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Agreement, but shall not be authorized to terminate the provision of Residential Waste Collection services, or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 15.4, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.5 Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Agreement on any September 30 occurring during the Term of this Agreement if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1 for the purpose of providing residential solid waste collection services to Residential Customers. This Agreement is not, and shall not be construed as, (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

Article XVI

Miscellaneous

16.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

16.2 Assignment. Contractor may not assign this Agreement without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

16.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

16.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

16.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

16.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

16.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

16.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Joni Clarke, City Manager

City of Lucas

665 Country Club Road

Lucas, Texas 75002

Phone: (972) 912-1212

With Copy to:

Joseph J. Gorfida, Jr.

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.

500 North Akard

Suite 1800

Dallas, Texas 75201

Phone: (214) 965-9900

If intended for Contractor:

16.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

16.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times and with prior written notice inspect and examine the books and records of Contractor directly related to the services performed under this Agreement for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement. Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

16.11 Compliance with Federal, State & Local Laws. The parties shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

16.12 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Disaster, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

16.13 Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Agreement shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Agreement. To the extent of any conflict between or among the language and provisions of this Agreement, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Agreement, then the RFP, then the Proposal.

16.14. Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

16.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature page to follow)

SAMPLE

EXECUTED this _____ day of _____, 2022.

City of Lucas, Texas

By: _____

Joni Clarke, City Manager

Approved as to form:

By: _____

Joseph J. Gorfida, Jr., City Attorney

EXECUTED this _____ day of _____, 2022.

Contractor

By: _____

Name: _____

Title: _____