



# *City of Livingston, Texas*

A Texas Main Street City Since 2005

200 West Church Street, Livingston, Texas 77351-3281

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[www.cityoflivingston-tx.com](http://www.cityoflivingston-tx.com)

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## **CITY OF LIVINGSTON, TEXAS REQUEST FOR PROPOSALS (RFP) #042023 WASTE COLLECTION AND DISPOSAL SERVICES**

Sealed proposals will be received by the City of Livingston, Texas until **2:00 P.M. on Friday, April 28, 2023**, at City Hall, 200 West Church Street, Livingston, TX 77351 for **WASTE COLLECTION AND DISPOSAL SERVICES** as outlined in RFP #042023. Submissions received after this time will be rejected and returned unopened.

Proposal documents may be obtained at the office of City Manager Billy S. Wiggins, 200 West Church Street Livingston, Texas 77351 or by phoning (936)327-4311.

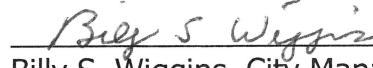
**A mandatory pre-bid meeting shall be held on Tuesday, April 11, 2023 at 9:00 A.M. at Livingston City Hall, 200 West Church Street, Livingston, Texas 77351.**

Failure to attend will disqualify proposing firms. Following the pre-bid meeting, all questions are to be submitted by the Proposer in writing via email to City Manager Billy S. Wiggins prior to **5:00 P.M. on Friday, April 14, 2023** at the following email address: [citymanager@livingston.net](mailto:citymanager@livingston.net) with "RFP Waste Collection and Disposal Services" in the subject line. Response(s) to questions will be sent prior to end of business day on Friday, April 21, 2023.

Proposals should be sealed and marked on outside of envelope "**RESPONDING TO REQUEST FOR PROPOSAL (RFP) #042023 WASTE COLLECTION AND DISPOSAL SERVICES**".

The City reserves the right to reject any or all proposals and to accept the proposal deemed most advantageous to the City of Livingston, Texas. Award of contract shall be considered in open session of the City Council duly posted in accordance with state law.

**SIGNED:**

  
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Billy S. Wiggins, City Manager  
**CITY OF LIVINGSTON, TEXAS**

# **CITY OF LIVINGSTON, TEXAS**

## **Request for Proposals (RFP) #042023**

### **Waste Collection and Disposal**

#### **RFP SCHEDULE OF ACTIVITIES**

RFP Released	<b>04/04/2023</b>
Pre-Bid Meeting	<b>04/11/2023 9:00 A.M.</b>
Deadline to Submit Questions to City of Livingston	<b>04/14/2023 5:00 P.M.</b>
Question and Answers Posted	<b>04/21/2023 5:00 P.M.</b>
Proposals Due to the City of Livingston	<b>04/28/2023 2:00 P.M.</b>
Selection of Finalists	<b>05/05/2023</b>
Finalist Presentations to City Council	<b>05/09/2023 5:00 P.M.</b>
Final Selection	<b>05/16/2023 5:00 P.M.</b>
Contract Negotiations – Starting Date	<b>05/17/2023</b>
Implementation of New Contract	<b>05/31/2023</b>
Effective Date of New Contract	<b>08/01/2023</b>

**BILLY S. WIGGINS, CITY MANAGER**

**City of Livingston, Texas**

**200 W. Church Street, Livingston, Texas 77351**

**Phone: (936) 327-4311**

**Email: [citymanager@livingston.net](mailto:citymanager@livingston.net)**

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## **PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

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The City of Livingston is soliciting proposals from qualified environmental service providers interested in providing Waste Collection and Disposal for residential and commercial entities. The intent of this RFP is to select a contractor that can provide City of Livingston with the aforementioned services in a safe manner while:

- ensuring uninterrupted services
- ensuring open communication with residents, businesses, and staff
- maintaining a high level of customer service, including online self-service capabilities
- minimizing environmental impacts
- bringing the best value to the City

This RFP process involves planning, soliciting, and evaluating proposals, and potentially selecting and negotiating with the selected contractor, and implementation of services at a determined date. If successful, contractor may be required to execute an Agreement with the City of Livingston.

## RFP PROCESS

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### RFP SCHEDULE DETAILS

Please refer to the RFP Schedule of Activities provided on Page 1 for dates and deadlines associated with this RFP.

#### Pre-Bid Meeting - Mandatory

A mandatory Pre-Bid Meeting will be held at 9:00 A.M. on Tuesday, 04/11/2023 at City of Livingston City Hall, 200 W. Church Street, Livingston, Texas 77351. Failure to attend will disqualify proposing firms.

#### Questions to the City of Livingston

Questions or comments regarding this RFP and the requested services will be accepted via email to Billy S. Wiggins, City Manager at [citymanager@livingston.net](mailto:citymanager@livingston.net) until 5:00 P.M. on 04/14/2023.

Responses to Questions will be provided via an Addendum emailed to no later than close of business on 04/21/2023.

#### Proposals Due to the City of Livingston

Printed proposals will be accepted by the City of Livingston in sealed boxes via hand delivery or courier delivery at **CITY OF LIVINGSTON CITY HALL, 200 W. CHURCH STREET, LIVINGSTON, TEXAS 77351** until 2:00 P.M. on 04/28/2023. In order to be considered for selection, responses must be received by the City of Livingston on or before the date and time specified. Proposals received after the stated time shall not be considered.

#### Proposal Evaluation

It is the intent of the City of Livingston to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, as listed in the Proposal Evaluation section later in this document.

#### Finalist Presentations to City Council

Finalist(s) shall make a presentation to the City of Livingston City Council at the regular city council meeting to be held on Tuesday, May 9, 2023 at 5:00 P.M. Finalist representatives must be available at the city council meeting to respond to questions regarding their presentation.

## SUBMISSION FORMAT

Proposers shall submit three (3) printed copies of their proposal and place them in a sealed envelope that displays the proposer's firm name in addition to: "Responding to Request for Proposals (RFP) #042023 Waste Collection and Disposal." Electronic submissions will not be accepted.

## SCOPE OF SERVICES

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The contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete solid waste collection and disposal services. The City of Livingston is currently under contract with Republic Services until July 31, 2023 for twice weekly residential hand collection, small commercial hand and 90-gallon toter collection, commercial container (dumpster) collection and roll-off collection services.

There are currently an estimated 2,310 residential customers within the City. In addition, there are 230 commercial hand collection customers, 32 commercial toter customers, and 302 commercial dumpster customers. Rates are charged commercial customers based on the size of container and frequency of dumping.

Estimated tonnage of solid waste from residential sources is 2,600 tons per year and estimated tonnage of solid waste from commercial sources is 4,500 tons per year. These tonnage estimates are provided for informational purposes only. The Proposer is responsible for reviewing the scope of work to be provided under this contract.

The proposal is for an exclusive contract with three (3) options available to the Contractor:

- 1) A stand-alone rate option for residential service – Exclusive contract for residential service only.
- 2) A stand-alone rate option for commercial service – Exclusive contract for commercial service only.
- 3) A blended rate option for both residential and commercial service – Exclusive contract for both residential and commercial services.

Should the Proposer have any restrictions or wish to qualify their proposal in any way, they should attach a letter clearly delineating objections, restrictions, qualifications, or exceptions to the Proposal.

**TERM** – The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

**REMUNERATION** – The City of Livingston will retain billing and payment collection functions of the solid waste operations for all services except the roll-off container and compactor services. The Contractor shall bill the City monthly for all services rendered, at the rates provided in the Proposal, and the City shall pay the Contractor within thirty (30) days of the invoice date.

For both temporary/construction and permanent roll-off service, the Contractor shall pay a ten percent (10%) franchise fee to the City quarterly by the 15<sup>th</sup> of the month immediately following each calendar quarter for such roll-off service, in accordance with rates provided in the Proposal by the Contractor. Contractor shall bill the customers directly for roll-off container and compactor services, at the rates provided in the Proposal.

# INFORMATION REQUIRED FROM PROPOSERS

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Following are details for information required from proposers. Information should be submitted and organized in the order listed below, separated by clearly defined sections.

Information submitted will be evaluated according to the criteria set forth in the Proposal Evaluation section later in this document.

## COVER LETTER

Provide a Cover Letter on your official company letterhead introducing your firm and its general qualifications. Cover Letter should also include contact information and should be no more than two (2) pages.

## TABLE OF CONTENTS

Include a Table of Contents following the Cover Letter that clearly outlines the proposal contents by section.

## EXECUTIVE SUMMARY

Provide an Executive Summary summarizing the overall value and main points of your proposal and how the Proposer will meet the goals of the jurisdiction. Executive Summary should be no more than two (2) pages and should immediately follow the Table of Contents at the beginning of your proposal.

## A. QUALIFICATIONS AND EXPERIENCE

### A1. Company Overview

#### i. Company Background

Provide a Company Background that generally details your firm's history, experience, and qualifications.

#### ii. Local Capabilities

Detail your firm's local collection capabilities, including local facilities, equipment, staffing resources, disposal network, as well as your history servicing similar customers in the local area.

### A2. Staffing Plan

#### i. Key Personnel

- Provide a list of Key Personnel who will manage, implement, and execute services, complete with titles, experience and qualifications, and brief resumés. Indicate which person and position will serve as the day-to-day contact for the City of Livingston and include their contact information.
- Include an Organization Chart outlining your staffing structure - the leadership group and team that will be responsible for managing the contract and day-to-day services.

#### ii. Employee Screening, Recruiting, Training, and Development

- Detail your firm's process for pre-employment screening.
- Explain how your firm actively recruits employees and combats potential staffing shortages, particularly with drivers.
- Detail your firm's training and development program, including training for new employees, ongoing training and development, and job-specific training for drivers and post-collection employees.
- Explain how your firm's efforts to retain employees.

### **A3. References**

Provide a minimum of three references. References should be relevant and similar in geographic location, size, and scope of services.

### **A4. Financial Stability**

#### **i. Financial Condition**

Provide information describing your firm's financial condition. Include audited financial statements for your firm for the last complete fiscal year.

#### **ii. Ability to Acquire Performance Bond**

Proposers shall submit with their submission a letter indicating proof of the ability to acquire a Performance Bond. The surety shall be:

- a surety company duly authorized to do business in the State of Texas
- have an "A" or better rating by A. M. Best or Standard and Poor
- included on the list of surety companies approved by the Treasurer of the United States of America and acceptable to the City.

#### **iii. Proof of Insurance**

- Submit proof of insurance with certificates that detail your firm's insurance coverages (at your own cost and expense). Insurance should meet the following minimum limits of occurrence-based insurance:

<b>Commercial General Liability</b>	
Each Occurrence	\$5,000,000
Personal & Adv Injury (aggregate)	\$6,000,000
General Aggregate	\$6,000,000
<b>Automotive Liability</b>	
Combined Single Limit	\$10,000,000
<b>Umbrella</b>	
Each Occurrence	\$15,000,000
Aggregate	\$15,000,000
<b>Workers Compensation and Employers' Liability</b>	
Workers Comp	Statutory
Each Accident	\$3,000,000

## B. OPERATIONS, EQUIPMENT, AND TECHNOLOGY

### B1. Fleet

#### i. Proposed Vehicles

Provide details on the vehicles you will utilize to service the City of Livingston, including photo(s), vehicle type, fuel type, quantity of trucks, and age of trucks.

#### ii. Onboard Technology

Explain how your firm incorporates technology on board your trucks to add efficiencies and improve safety, customer service, and general operations.

#### iii. Automated Collection

Detail your firm's capabilities to provide City of Livingston with an automated collection system, including:

- Types of trucks and carts to be used in automated collection system
- Any operational, safety, and community benefits/efficiencies

#### iv. Service Verification

If your firm has service verification capabilities to monitor collection and/or loads, explain the program and how it can benefit the City of Livingston.

#### v. Preventive Maintenance

Detail your firm's preventive maintenance program to maintain a working fleet. Include how your firm protects against vehicle leaks, responds to in-field repairs, and your environmental procedures for fleet maintenance.

#### vi. Route Management

Explain your firm's route management procedures and how they lead to efficient routes while minimizing environmental impacts of services and improving safety. Include how you utilize technology or software in your route management systems.

### B2. Containers

- Provide details on the containers to be provided to City of Livingston, including:
  - Size, capacity, load rating, and available colors
  - Photos of proposed containers
  - Details on product quality and durability
  - Any manufacturer warranties
- Explain the process of how your firm will deliver containers, including a timeline, communication plan, and any staging areas.
- Explain how your firm will handle necessary container adjustments (right-sizing) when needed.
- Explain how your firm will work with residents when a container is in disrepair.

### B3. Safety

#### i. Safety Program

Provide details regarding your firm's overall safety approach and commitment to safety. Include how your firm utilizes technology to improve safety.

## **ii. Safety Training**

Detail how your firm's training and development program prioritizes safety and reinforces a culture of safety with ongoing safety training. Include specifics regarding driver training programs.

## **B4. Implementation/Transition Plan**

Detail how your firm will implement or transition service in the City of Livingston if awarded, including:

- any outreach to residents
- implementation meetings/coordination with City of Livingston staff
- cart or container purchases and deliveries
- route development plans
- plans to commit staffing, including drivers, as well as any plans to hire staff, if necessary
- plans to provide collection vehicles

# **C. CUSTOMER SERVICE**

## **C1. Customer Service Approach and Plan**

- Describe your firm's general customer service approach and plan for the City of Livingston. Include any details on:
  - Your firm's single point of contact for customer service or any other service management matters to the City of Livingston.
  - Your customer service call network that will provide customer service to residents and commercial businesses, including its hours and holidays. Provide information regarding the call center's staffing, customer service procedures, including complaint/resolution process, and redundancy in the event of an outage.
  - How your firm monitors or measures customer service performance to improve customer satisfaction.
- Detail how your firm utilizes technology to improve the customer service experience. Include account management capabilities and methods such as websites or mobile app offerings.

## **C2. Billing**

Detail your billing and invoicing system; provide a sample bill for reference.

## **C3. Emergency Management/Disaster Response**

Describe how your firm would respond in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen event. Detail how your firm would ensure essential services and continuity of operations in the event of an emergency.

## **D. SUSTAINABILITY/ENVIRONMENTAL EFFORTS**

### **D1. Environmental Impacts**

Explain how your firm minimizes the environmental impacts of waste collection, including efficient routing, preventive maintenance and odor control of trucks, spill response protocol, and any other operational procedures.

### **D2. Alternative Fuel Capability**

Detail your firm's investments and capabilities around alternatively fueled trucks, if any, and their benefits to the City of Livingston. Indicate how many, if any, alternatively fueled vehicles will be utilized to service the City of Livingston.

### **D3. Landfill Stewardship**

Provide details on how your firm manages landfills, including efforts to minimize their environmental impacts.

### **D4. Cart Sustainability**

Provide details on your firm's capability to provide sustainable carts to the City of Livingston, including if you offer carts manufactured with recycled contents.

## E. PRICING PROPOSAL

### RESIDENTIAL UNIT RATES

Residential Rate (1 Cart)	\$
Extra Cart Rate (1 Cart)	\$

### LIGHT COMMERCIAL UNIT RATES

Commercial Rate (1 Cart)	\$
Extra Cart Rate (1 Cart)	\$

### HAND PICK UP

Residential – 2x Weekly	\$
Light Commercial – 2x Weekly	\$

### COMMERCIAL FRONT LOAD

#### FREQUENCY PER WEEK

Container Size / Type	1X/WEEK	2X/WEEK	3X/WEEK	4X/WEEK	5X/WEEK	EXTRA PU
2 Yard FEL Container	\$	\$	\$	\$	\$	\$
3 Yard FEL Container	\$	\$	\$	\$	\$	\$
4 Yard FEL Container	\$	\$	\$	\$	\$	\$
6 Yard FEL Container	\$	\$	\$	\$	\$	\$
8-Yard FEL Container	\$	\$	\$	\$	\$	\$
10-Yard FEL Container	\$	\$	\$	\$	\$	\$

### COMMERCIAL FRONT LOAD COMPACTORS

#### FREQUENCY PER WEEK

Size	1X/Week	2X/Week
4 Yard FEL Compactor	\$	\$
6 Yard FEL Compactor	\$	\$
8 Yard FEL Compactor	\$	\$

### COMMERCIAL ROLL OFF RATES

Container Type	Base Rate per Haul	Delivery Rate	Rental Rate
20 Yard (Open Top)	\$	\$	\$
30 Yard (Open Top)	\$	\$	\$
40 Yard (Open Top)	\$	\$	\$

# GENERAL SPECIFICATIONS

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## 1.00 TYPES OF COLLECTION

1.01 Residential Collection: The Contractor will provide **either**: (A) Twice weekly residential collection, with a minimum of two (2) full days between collection of curbside bagged service; **OR** (B) Once weekly residential collection of curbside toter service.

Curbside is defined as any location upon the lot or yard of the residence which is within four feet (4') of the roadway surface which affords the principle means of access to such residential lot.

Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates of routes of Contractor.

1.02 Commercial Collection: Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

The Contractor will furnish 90-gallon toters for small commercial customers, 2-yard, 3-yard, 4-yard, 6-yard, 8-yard and 10-yard containers (dumpsters) for large commercial customers, and 20-yard, 30-yard, and 40-yard containers for roll-off service.

1.03 Brush/Bulky Waste Collection: The Contractor shall provide collection service for brush/bulky waste and/or bundles to all residential customer at least once per week. This will include collection of grass clippings, leaves, branches and tree trimmings and heavy trash items. Branches and tree trimmings are required to be tied and bundled in four (4) foot lengths and will weigh no more than forty (40) pounds, with branch diameters no greater than four (4) inches. Heavy trash collection includes items such as old furniture, moving boxes, appliances, junk from garage cleanups or spring cleaning, etc.

Due to governmental restrictions, personnel or community safety and/or protection of equipment, the following items cannot be collected: Gasoline, motor oil/filters, paint and other similar liquids/materials; vehicle tires, batteries and large pieces of metal such as car fenders and engines; debris from construction or major remodeling such as rocks, bricks, concrete, dirt, sand, gravel, roofing, lumber, fence boards, carpeting, large pieces of glass, and human/animal waste.

1.04 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations and heavy volumes, such as storm debris generated by a major storm event, as necessary.

## 2.00 COLLECTION OPERATION

2.01 Hours of Operation: Residential collection shall begin no earlier than 7:00 A.M. Commercial collection shall begin no earlier than 4:00 A.M.

2.02 Hours of Disposal: Contractor shall dispose of waste within operating hours of disposal site.

2.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations. Any changes in service, such as routing, service delays, etc. will be subject to approval of the City. Contractor shall promptly give written notice or published notice of any changes to the affected customers.

2.04 Holidays: The following shall be holidays for the purposes of this Contract: New Year's Day, Thanksgiving Day and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday.

2.05 Complaints: All complaints shall be made through the City to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received. The Contractor shall be responsible for maintaining a log of complaints, and provide the City, if requested, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

2.06 Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while enroute to the disposal site where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name and telephone number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment used in performance of the obligations herein created shall be clearly marked with the Contractor's name and telephone number, and shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with contract, or require equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

2.07 Disposal: The Contractor shall deliver solid waste collected to a licensed sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the United States Environmental Protection Agency (EPA).

2.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain the refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City Shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

2.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or

tenants have animals at large, but the Contractor shall immediately notify the City of such condition and of his inability to make collection.

2.10 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had the CFC/s removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the United States Environmental Protection Agency (EPA).

2.11 Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 ½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

2.12 Municipal Service and Community Clean-Up Equipment to be Provided: Contractor will provide solid waste collection service to all municipal facilities at no cost. Containers shall be provided by the contractor, if needed. The following is a list of locations of municipal facilities:

City Hall/Police Department – 200 West Church Street  
Fire Station #1 – 119 W. Abbey Street  
Fire Station #2 – 210 W. Feagin  
Fire Training Field – U.S. Highway 190 West  
Public Works/Garage – 222 Pan American  
Public Works/Yard – 1901 N. Washington  
Parks & Recreation Shop – Pedigo Park  
Baseball/Softball Fields – Pedigo Park  
Youth Baseball Fields – SH 146 South  
Trade Days Pavilions – Pedigo Park  
Soccer Fields – Pedigo Park  
Matthews Street Park – Matthews Street  
City Swimming Pool – Matthews Street  
Anniversary Park – East Church Street  
Rodeo Arena/Fairgrounds – SH 146 South  
Livingston Municipal Library – 707 N. Tyler  
Electric Warehouse – 600 Marsh Drive  
Wastewater Treatment Plant – 1700 Marsh Drive

Contractor will provide four (4) 40-cubic yard roll-off containers annual for community clean-up projects, special community events, etc.

2.13 Contractor/City Contact: The Contractor will provide either cellular telephone or two-way radio communication equipment between the truck driver and City of Livingston office staff.

### **3.00 LICENSE AND TAXES**

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

#### **4.00 INDEMNITY**

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

#### **5.00 SOLE REMEDY**

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

#### **6.00 TRANFERABILITY OF AGREEMENT**

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

#### **7.00 OWNERSHIP**

Title to Refuse and Dead Animals shall pass to Contractor when place in Contractor's collection vehicle, removed by Contractor from a Toter or Container, or removed by Contractor from the customer's premises, whichever last occurs.

#### **8.00 COMMERCIAL BILLING**

The Contractor will provide billing to and collection from roll-off container and compactor customers **ONLY**. The Contractor agrees to pay quarterly to the City a franchise fee, in amount of ten percent (10%) of the gross amount bill for all roll-off container and compactor services rendered during the preceding quarter, excluding any sales taxes.

#### **9.00 BOOKS AND RECORDS**

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

#### **10.00 TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail address to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed

to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

## **11.00 NOTICES**

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

If to the City, at: City of Livingston  
ATTN: City Manager  
200 West Church Street  
Livingston, Texas 77351

If to the Contractor, at:

ATTN: \_\_\_\_\_  
(TITLE)

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

## **12.00 FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

## **13.00 SEVERABILITY**

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

## **14.00 EFFECTIVE DATE**

The City intends for the successful Contractor to execute an agreement with an effective date of August 1, 2023.

## PROPOSAL EVALUATION

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It is the intent of the City of Livingston to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, including the quality of the written proposal submitted.

The following evaluation criteria will be used to evaluate proposals, with weighting included for each criteria for scoring. While each proposal will be scored, the City of Livingston reserves the right to award to the firm/proposal that is deemed as the most advantageous to the City of Livingston.

EVALUATION CRITERIA	POINTS
A. Qualifications and Experience	<b>30</b>
B. Operations, Equipment, and Technology	<b>20</b>
C. Customer Service/Communication	<b>20</b>
D. Sustainability/Environmental Efforts	<b>10</b>
E. Pricing	<b>20</b>
<b>TOTAL</b>	<b>100</b>

The City of Livingston reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of City of Livingston to do such.

In the event a proposal(s) is rejected, or a proposer's offer is not rejected but does not result in a contract award, City of Livingston shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

### **DISQUALIFICATION OF CONTRACTORS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as availed by financial statements, experience, or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous City contract for failure to perform.
- (e) Incompleteness of the proposal submitted.