

CITY OF HALLETTSVILLE, TEXAS



REQUEST FOR PROPOSALS

Exclusive Solid Waste Collection, Recycling Collection,
Bulk Waste Collection, Brush Collection,
Special Event Container Services, and Wastewater Treatment Plant Sludge Hauling

RFP No. 2026-Solid Waste

Issue Date: July 22, 2026

Proposal Submission Deadline: August 11, 2026

Service Commencement Date: April 1, 2027

PROCUREMENT CONTACT

City Administrator / Secretary
City of Hallettsville
101 N. Main Street
Hallettsville, Texas 77964
Phone: 361-798-3681 ext. 6
Email: cityadmin@CityofHallettsville.org

IMPORTANT PROCUREMENT NOTICE

Final award authority rests exclusively with the Hallettsville City Council. The City reserves the right to reject any or all proposals, waive informalities, request clarifications, negotiate with proposers, and determine best value.

ADVERTISEMENT FOR PROPOSALS

CITY OF HALLETTSVILLE

REQUEST FOR PROPOSALS

EXCLUSIVE SOLID WASTE CONTRACT

The City of Hallettsville, Texas is accepting sealed proposals for Solid Waste Collection and Disposal Services, Recycling Services, Sludge Disposal, and optional Transfer Station Operation - Type of Work: Collection, Transportation, and Disposal of all residential and commercial solid waste, including refuse, yard / brush waste, bulky waste, and recyclables from the contract area to a disposal or processing site identified by the Contractor, sludge disposal from the WWTP, and optional operation and staffing of a registered TCEQ transfer station.

Complete proposal package may be obtained on our website
<https://cityofhallettsville.org/request-for-proposals-bids-grants/>

Sealed proposals shall be addressed to Grace Ward, City Administrator/Secretary, City of Hallettsville, City Hall 101 N. Main Street, Hallettsville, Texas 77964 and shall be labeled "RFP DO NOT OPEN" and "SOLID WASTE". Proposals shall be submitted no later than, 2:00 P.M., Tuesday, August 11, 2026. It is the sole responsibility of the Contractor to ensure that this proposal is actually in the City Hall of the City of Hallettsville prior to the expiration of the time and date above. Any proposal received after the expiration of the time and date above will be returned to the Contractor unopened.

Upon consideration of the proposals, the City of Hallettsville reserves the right to accept or to reject any and all proposals, to waive technicalities, and to make any investigation deemed necessary concerning the Contractor's ability to provide the services as covered by the specifications and to accept what in their judgment is the most advantageous proposal.



CITY OF HALLETTSVILLE

CITY OF HOSPITALITY

101 N. MAIN
HALLETTSVILLE, TEXAS 77964-2727
(361) 798-3681 • FAX (361) 798-5952
www.cityofhallettsville.org

REQUEST FOR PROPOSALS

EXCLUSIVE SOLID WASTE COLLECTION, RECYCLING COLLECTION, BULK WASTE COLLECTION, BRUSH COLLECTION, SPECIAL EVENT CONTAINER SERVICES, WASTEWATER TREATMENT PLANT SLUDGE HAULING, AND RELATED SERVICES

City of Hallettsville
101 North Main Street
Hallettsville, Texas 77964

RFP Issue Date: July 22, 2026

Proposal Due Date: August 11, 2026 at 2:00 pm CST

Contract Commencement Date: April 1, 2027

NOTICE TO PROPOSERS

The City of Hallettsville, Texas ("City"), a Type A General Law Municipality, is soliciting sealed proposals from qualified firms to provide exclusive municipal solid waste collection, recycling collection, bulk waste collection, brush collection, special event container services, wastewater treatment plant sludge hauling, and related services within the City limits of Hallettsville, Texas.

The City intends to award a contract for an initial term of five (5) years beginning April 1, 2027, and ending March 31, 2032. The City may, at its sole option, renew the contract for up to two (2) additional five-year terms.

Sealed proposals shall be submitted to:

Grace Ward

City Administrator/Secretary
City of Hallettsville
101 North Main Street
Hallettsville, Texas 77964

Proposals must be received no later than the date and time identified in Appendix D.

Late proposals shall not be accepted.

The City reserves the right to reject any or all proposals, waive informalities and irregularities, request clarifications, conduct interviews, negotiate with proposers, request Best and Final Offers, and award a contract deemed to be in the best interest of the City.

Questions regarding this Request for Proposals shall be submitted in writing in accordance with the procurement schedule contained herein.

Sincerely

A handwritten signature in blue ink, appearing to read "Grace Ward". The signature is fluid and cursive, with the first name "Grace" and the last name "Ward" clearly distinguishable.

Grace Ward

City Administrator/Secretary

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SECTION 1

INSTRUCTIONS TO PROPOSERS

1.01 PURPOSE

The City of Hallettsville seeks proposals from qualified firms capable of providing comprehensive municipal solid waste services for residential, commercial, institutional, and municipal customers located within the City's service area.

The successful proposer shall provide all labor, supervision, vehicles, equipment, containers, disposal services, recycling processing services, customer service functions, reporting, administration, and all other resources necessary to perform the required services.

1.02 CONTRACT TERM

The initial Contract term shall commence April 1, 2027, and continue through March 31, 2032.

The City may, at its sole option, offer to renew the Contract for up to two (2) additional five (5) year terms. Any renewal shall require the mutual written agreement of the City and the Contractor and approval by the Hallettsville City Council. Nothing herein shall obligate either party to renew the Contract.

1.03 PROCUREMENT SCHEDULE

The anticipated procurement schedule is contained in Appendix D.

The City reserves the right to modify any procurement milestone through written addendum.

1.04 CITY BILLING AND CONTRACTOR RESPONSIBILITIES

The City shall retain sole responsibility for customer billing, collections, utility account administration, delinquent accounts, billing adjustments, and customer payment processing for all services provided under this Contract.

Contractor's responsibilities shall be limited to providing the collection, transportation, disposal, recycling, sludge hauling, container maintenance, reporting, and related services required by this Contract.

Contractor shall furnish service information reasonably requested by the City to support billing, account maintenance, service changes, and customer inquiries.

1.05 PROPOSAL FORMAT

Proposals shall be organized in the following order:

- A. Cover Letter
- B. Executive Summary
- C. Company Information
- D. Qualifications and Experience
- E. Municipal References
- F. Financial Capability
- G. Operations Plan
- H. Customer Service Plan

I. Emergency Response Plan

J. Transition Plan

K. Pricing Forms

L. Certifications and Forms

M. Additional Information

1.06 PROPOSAL VALIDITY

Proposals shall remain valid for one hundred twenty (120) calendar days following the proposal submission deadline.

1.07 QUESTIONS

Questions regarding this Request for Proposals shall be submitted in writing to the City by the deadline established in Appendix D.

Only written responses issued by the City shall be binding.

1.08 ADDENDA

The City reserves the right to issue addenda clarifying, modifying, supplementing, or revising the Request for Proposals.

Proposers shall acknowledge receipt of all addenda.

1.09 OPTIONAL SITE VISIT

Proposers are encouraged, but not required, to conduct site visits and become familiar with local conditions.

Failure to conduct a site visit shall not relieve the successful proposer of responsibility for understanding all conditions affecting performance of the Contract.

1.10 EVALUATION CRITERIA

Proposals shall be evaluated using the following criteria:

Evaluation Criteria	Maximum Points
Experience and Qualifications	20
Technical Approach and Operations Plan	20
Cost Proposal	35
Customer Service and Responsiveness	5
Transition Plan	5
References	5
Annual Escalation Cap	5
Local or Regional Experience	5
TOTAL	100

The Annual Escalation Cap score shall be based upon the Contractor's proposed maximum annual rate adjustment percentage. Contractors proposing lower annual escalation caps may receive a higher evaluation score. The proposed annual escalation cap shall become a contractual obligation upon award.

1.11 INTERVIEWS

The City reserves the right to require interviews, presentations, demonstrations, and clarification meetings.

1.12 BEST AND FINAL OFFERS

The City reserves the right to request Best and Final Offers from one or more proposers.

1.13 RESERVATION OF RIGHTS

The City reserves the right to:

Reject any or all proposals;

Waive informalities and irregularities;

Request clarification;

Request additional information;

Negotiate with one or more proposers;

Cancel the procurement;

Reissue the procurement; and

Award a contract deemed to be in the best interest of the City.

1.14 QUALIFICATIONS

The City may consider:

Municipal experience;

Personnel qualifications;

Equipment resources;

Disposal access;

Recycling capabilities;

Financial capability;

Safety record;

Regulatory compliance history; and

Customer service performance.

1.15 REFERENCES

Each proposer shall provide a minimum of five (5) municipal references for contracts of similar size and scope.

1.16 FINANCIAL CAPABILITY

The City may require audited financial statements, banking references, credit references, surety references, or other information necessary to evaluate financial capability.

1.17 INSURANCE

The successful proposer shall maintain insurance meeting or exceeding the requirements identified in Exhibit A.

1.18 PERFORMANCE BOND

The successful proposer shall furnish and maintain a Performance Bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) throughout the Contract term.

1.19 LITIGATION DISCLOSURE

Proposers shall disclose all material litigation, regulatory enforcement actions, environmental actions, defaults, bankruptcies, and TCEQ enforcement actions occurring within the preceding five (5) years.

1.20 PUBLIC INFORMATION

Contractor shall comply with all applicable requirements of the Texas Public Information Act and shall cooperate with the City in responding to public information requests.

1.21 CONTRACT AWARD

Contract award shall occur only upon approval by the Hallettsville City Council.

Prior to execution of the Contract, the successful Proposer shall provide all certifications, affidavits, disclosures, and other documents required by applicable federal, state, and local law. Failure to timely provide such documents may result in withdrawal of the Notice of Award.

1.22 CONTRACT EXECUTION

The successful proposer shall execute the Contract and provide all required bonds, insurance certificates, and certifications within the timeframe established by the City.

1.23 GOVERNING LAW

This procurement and any resulting Contract shall be governed by the laws of the State of Texas.

Venue shall lie exclusively in Lavaca County, Texas.

SECTION 2

SCOPE OF SERVICES

2.01 GENERAL REQUIREMENTS

The Contractor shall furnish all labor, supervision, management, personnel, vehicles, equipment, containers, fuel, disposal services, recycling processing services, customer service resources, reporting, administrative support, and all other resources necessary to perform the services required by this Contract.

All services shall be performed in a safe, efficient, professional, and workmanlike manner consistent with industry standards and all applicable laws.

Contractor shall obtain and maintain all permits, approvals, licenses, registrations, and authorizations required to perform the services contemplated by this Contract.

Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, permits, licenses, and orders.

2.02 EXCLUSIVE FRANCHISE

The successful Contractor shall receive the exclusive right and franchise to provide municipal solid waste collection services within the City limits to the fullest extent permitted by Texas law.

Nothing herein shall prohibit services that cannot legally be made exclusive under Texas law, including construction debris services, roll-off container services, industrial waste services, and similar services not subject to municipal exclusivity.

2.03 SERVICE AREA

Contractor shall provide service to all eligible customers located within the corporate limits of the City of Hallettsville.

Contractor shall also provide service to areas annexed during the Contract term.

Contractor shall not be entitled to compensation adjustments solely due to changes in route density, customer counts, annexations, or service area expansion.

2.04 STANDARD OF PERFORMANCE

Contractor shall provide reliable, uninterrupted service throughout the Contract term.

Contractor shall maintain sufficient personnel, vehicles, equipment, containers, and operational resources to ensure compliance with all Contract requirements.

Repeated service failures shall constitute a material breach of Contract.

2.05 RESIDENTIAL GARBAGE COLLECTION

Contractor shall provide once-per-week residential garbage collection service to all residential customers within the City.

Residential service shall include:

Collection of household garbage;

Transportation;

Disposal;

Customer service;

Container maintenance;

Administrative support; and

All other services necessary to provide complete collection service.

Contractor shall furnish one (1) standard residential garbage cart to each residential account.

2.06 RESIDENTIAL RECYCLING COLLECTION

Contractor shall provide mandatory residential recycling collection service every other week.

Each residential account shall receive one (1) recycling cart.

Contractor shall provide collection, transportation, and processing of recyclable materials.

Contractor shall provide educational materials regarding accepted recyclables and recycling procedures.

Contractor shall identify acceptable recyclable materials subject to City approval.

2.07 CART REQUIREMENTS

All carts furnished under the Contract shall:

Be durable and watertight;

Include attached lids;

Include wheels;

Be compatible with collection equipment;

Be clearly identified as garbage or recycling carts; and

Be maintained in safe and serviceable condition.

Contractor shall repair or replace damaged carts within a reasonable period following notification.

2.08 COLLECTION DAYS

Collection routes and collection schedules shall be established by Contractor subject to City approval.

Contractor shall make reasonable efforts to maintain consistent collection schedules.

2.09 COLLECTION HOURS

Routine residential collection operations shall occur between 7:00 A.M. and 7:00 P.M.

Collection outside these hours shall require City approval except during emergencies.

2.10 MISSED COLLECTIONS

Contractor shall maintain procedures for receiving, documenting, tracking, and resolving missed collection complaints.

Verified missed collections shall be corrected within twenty-four (24) hours after notification.

Failure to correct missed collections within the required timeframe may result in liquidated damages.

2.11 HOME-SIDE COLLECTION SERVICE

Contractor shall provide Home-Side Collection Service for customers approved by the City. Home-Side Collection shall include retrieval of containers from an approved location and return of containers following collection.

Eligibility for Home-Side Collection shall be determined solely by the City.

The Contractor shall charge only the amount approved under the Contract pricing schedule.

2.12 ADDITIONAL CARTS

Contractor shall make additional garbage carts and recycling carts available to customers upon request.

Pricing for additional carts shall be established through the proposal process and approved by the City.

2.13 OPTIONAL REDUCED-SIZE CART PROGRAM

Contractor shall provide pricing for an optional reduced-size residential garbage cart program utilizing approximately sixty-four (64) to sixty-five (65) gallon carts.

The City reserves the right to implement or decline such a program.

2.14 COMMERCIAL COLLECTION SERVICES

Contractor shall provide commercial collection services to all commercial customers requesting service.

Commercial services shall be available utilizing carts, dumpsters, front-load containers, and other approved collection systems.

Commercial customers shall be permitted to select available service levels and collection frequencies offered under the Contract.

2.15 COMMERCIAL CONTAINER SIZES

At a minimum, Contractor shall provide the following container sizes:

64/65 Gallon Cart ;

96-Gallon Cart;

2 Cubic Yard Container;

3 Cubic Yard Container;

4 Cubic Yard Container;

6 Cubic Yard Container; and

8 Cubic Yard Container.

Additional container sizes may be offered at Contractor's discretion.

2.16 COMMERCIAL RECYCLING SERVICES

Contractor shall provide commercial recycling services utilizing carts, dumpsters, front-load containers, or other approved systems.

Contractor shall identify accepted recyclable materials and available service frequencies.

2.17 CUSTOMER SERVICE REQUIREMENTS

Contractor shall maintain:

A dedicated customer service telephone number;

A dedicated customer service email address;

Adequate customer service staffing;

Complaint tracking procedures;

Complaint resolution procedures; and

Customer communication procedures.

Contractor shall maintain records of all customer complaints and resolutions.

2.18 HOLIDAY SCHEDULE

Contractor shall identify all holidays proposed to be observed.

The approved holiday schedule shall become part of the Contract.

Changes to the holiday schedule following Contract execution shall require City approval.

2.19 BULK WASTE COLLECTION PROGRAM

Contractor shall provide quarterly bulk waste collection events.

The City shall establish collection dates.

Customers shall place bulk waste for collection no later than 7:00 A.M. on the designated collection date.

Contractor shall commence collection on the designated date and complete collection within three (3) business days.

Contractor shall identify volume limits, weight limits, and prohibited materials.

2.20 ACCEPTABLE BULK WASTE MATERIALS

Acceptable materials may include:

Furniture;

Mattresses;

Carpet;

Household items;

Appliances; and

Other similar residential materials approved by Contractor and City.

Hazardous materials, chemicals, tires, batteries, and other prohibited materials shall not be accepted unless specifically authorized.

2.21 BRUSH COLLECTION PROGRAM

Contractor shall provide quarterly brush collection events.

The City shall establish collection dates.

Contractor shall commence collection on the designated date and complete collection activities within three (3) business days.

2.22 BRUSH COLLECTION REQUIREMENTS

Contractor shall identify:

Maximum branch diameter;

Maximum branch length;
Maximum volume allowance;
Weight limitations;
Equipment limitations; and
Prohibited materials.

2.23 FESTIVAL OF LIGHTS CONTAINER

Contractor shall provide one (1) twenty (20) cubic yard roll-off container annually for the Festival of Lights.

2.24 CITY FACILITY SERVICES

Contractor shall provide collection services for all City facilities identified in Appendix B.

The cost of servicing City facilities shall be included within Contractor's base proposal pricing.

No separate billing shall be submitted to the City.

2.25 WASTEWATER TREATMENT PLANT SLUDGE HAULING

Contractor shall provide sludge hauling and disposal services for the City's wastewater treatment plant.

Services shall include:

30 Yard Rolloff with a rolling tarp (in good repair) at all times:

Transportation;

Disposal;

Scale tickets and manifests;

Documentation; and

Regulatory compliance.

2.26 SLUDGE CONTAINER REQUIREMENTS

Contractor shall furnish and maintain a sludge container that complies with all applicable TCEQ requirements.

All tarps, covers, containment devices, and rolling tarp systems shall be maintained in proper working order.

Failure to maintain a compliant sludge container may result in liquidated damages.

2.27 SCALE TICKETS AND DOCUMENTATION

Contractor shall provide scale tickets and disposal documentation for all sludge loads.

Documentation shall be submitted to the City within 10 days of pickup.

2.28 EMERGENCY RESPONSE

Contractor shall maintain an Emergency Response Plan addressing:

Natural disasters;

Severe weather;

Flooding;

Equipment failures;
Landfill disruptions;
Fuel shortages;
Public health emergencies; and
Other events affecting service continuity.

2.29 TRANSITION SERVICES

Contractor shall cooperate fully with the City and any successor contractor to ensure uninterrupted service during any transition period.

2.30 OUTGOING CONTRACTOR CONTAINERS

An outgoing contractor shall remove all containers no later than ninety (90) days following commencement of service by a successor contractor.

2.31 FRANCHISE FEE

As consideration for the exclusive franchise granted under this Contract, the City shall deduct a franchise fee equal to four percent (4%) of the Contractor's approved monthly invoice in accordance with Section 8 of this Contract.

The deduction shall constitute full payment of the Contractor's monthly franchise fee obligation. No separate payment or remittance by the Contractor shall be required.

2.32 PROHIBITED FEES

Contractor shall not impose:

Fuel surcharges;
Environmental fees;
Administrative fees;
Recovery fees;
Convenience fees;
Processing fees; or
Any other unauthorized charge.

2.33 PUBLIC INFORMATION COMPLIANCE

Contractor shall comply with all applicable requirements of the Texas Public Information Act to the extent applicable.

2.34 LIQUIDATED DAMAGES

The Contract shall include liquidated damages for:

Failure to correct missed collections;
Failure to provide special event containers;
Failure to maintain a compliant sludge container; and
Failure to provide required documentation.

SECTION 3

PROPOSAL REQUIREMENTS

3.01 GENERAL REQUIREMENTS

Each proposal shall contain sufficient information to permit the City to evaluate the qualifications, financial capability, operational resources, customer service capabilities, regulatory compliance history, and overall ability of the proposer to successfully perform the services required by this Request for Proposals.

The City reserves the right to request clarification, supplemental information, interviews, presentations, demonstrations, and additional documentation from any proposer.

Failure to provide required information may result in the proposal being determined non-responsive.

3.02 COVER LETTER

Each proposal shall include a Cover Letter signed by an individual authorized to legally bind the proposer.

The Cover Letter shall include:

- A. Legal name of proposer;
- B. Business address;
- C. Contact person;
- D. Telephone number;
- E. Email address;
- F. Statement committing to provide the services described herein; and
- G. Statement certifying the accuracy of information contained within the proposal.

3.03 EXECUTIVE SUMMARY

The proposer shall provide an Executive Summary describing:

- A. Company qualifications;
- B. Municipal experience;
- C. Operational approach;
- D. Customer service philosophy;
- E. Unique qualifications; and
- F. Summary of proposed services.

The Executive Summary shall highlight the proposer's ability to provide the required services in a cost-effective and reliable manner.

3.04 COMPANY INFORMATION

Provide the following information:

- A. Legal name of company;
- B. State of incorporation or organization;
- C. Type of entity;

- D. Date established;
- E. Number of years providing municipal solid waste services;
- F. Principal office address;
- G. Regional office locations;
- H. Ownership information;
- I. Corporate structure; and
- J. Organizational chart.

3.05 EXPERIENCE AND QUALIFICATIONS

Provide detailed information regarding the proposer's experience providing services similar to those requested in this RFP.

Information shall include:

- A. Current municipal contracts;
- B. Former municipal contracts;
- C. Residential customer counts served;
- D. Commercial customer counts served;
- E. Recycling programs administered;
- F. Bulk waste collection programs administered;
- G. Brush collection programs administered;
- H. Special event services provided; and
- I. Sludge hauling services performed.

3.06 MUNICIPAL REFERENCES

Provide a minimum of five (5) municipal references for contracts of similar size and scope.

For each reference provide:

- A. Municipality name;
- B. Contact person;
- C. Title;
- D. Telephone number;
- E. Email address;
- F. Services provided;
- G. Number of years served; and
- H. Approximate customer count.

The City reserves the right to contact any reference provided and any other reference known to the City.

3.07 FINANCIAL CAPABILITY

Provide information demonstrating the financial capability of the proposer.

During evaluation, the City may require:

- A. Audited financial statements;
- B. Annual reports;
- C. Bank references;
- D. Credit references;
- E. Surety references;
- F. Insurance information; and
- G. Other information necessary to evaluate financial capability.

The City reserves the right to determine whether the proposer possesses adequate financial resources to perform the Contract.

3.08 OPERATIONS PLAN

Provide a detailed Operations Plan describing:

- A. Collection methods;
- B. Routing methodology;
- C. Fleet deployment;
- D. Staffing plans;
- E. Supervisory structure;
- F. Disposal arrangements;
- G. Recycling arrangements;
- H. Equipment maintenance procedures;
- I. Quality control procedures; and
- J. Service monitoring procedures.

The Operations Plan shall demonstrate the proposer's ability to consistently meet all service requirements.

3.09 EQUIPMENT INVENTORY

Provide a complete inventory of equipment proposed for use under the Contract.

Information shall include:

- A. Equipment type;
- B. Quantity;
- C. Model year;
- D. Capacity;
- E. Ownership status; and
- F. Intended use.

The City reserves the right to inspect proposed equipment prior to award.

3.10 CUSTOMER SERVICE PLAN

Provide a Customer Service Plan addressing:

- A. Customer service staffing;

- B. Hours of operation;
- C. Telephone systems;
- D. Email support;
- E. Complaint intake procedures;
- F. Complaint tracking procedures;
- G. Missed collection procedures;
- H. Escalation procedures;
- I. Customer communications; and
- J. Performance monitoring.

The City expects prompt, professional, and courteous customer service throughout the Contract term.

3.11 EMERGENCY RESPONSE PLAN

Provide an Emergency Response Plan addressing:

- A. Hurricanes;
- B. Flooding;
- C. Severe weather;
- D. Equipment failures;
- E. Disposal facility disruptions;
- F. Fuel shortages;
- G. Public health emergencies;
- H. Utility interruptions; and
- I. Other events affecting service continuity.

The Emergency Response Plan shall demonstrate the proposer's ability to maintain service under adverse conditions.

3.12 TRANSITION PLAN

Provide a detailed Transition Plan describing:

- A. Startup activities;
- B. Cart procurement;
- C. Cart delivery procedures;
- D. Customer notifications;
- E. Employee recruitment;
- F. Employee training;
- G. Route implementation;
- H. Data transfer;
- I. Coordination with City staff; and
- J. Coordination with the outgoing contractor.

The Transition Plan shall demonstrate the proposer's ability to commence services on April 1, 2027 without interruption.

3.13 DISPOSAL FACILITIES

Identify all disposal facilities proposed for use.

Provide:

- A. Facility name;
- B. Facility location;
- C. Ownership information;
- D. Permit status;
- E. Available capacity; and
- F. Distance from Hallettsville.

The City reserves the right to verify all information provided.

3.14 RECYCLING FACILITIES

Identify all recycling facilities proposed for use.

Provide:

- A. Facility name;
- B. Facility location;
- C. Ownership information;
- D. Accepted materials;
- E. Processing capacity; and
- F. Distance from Hallettsville.

3.15 SAFETY PROGRAM

Provide information regarding:

- A. Safety policies;
- B. Employee safety training;
- C. Driver training;
- D. Drug and alcohol testing programs;
- E. Vehicle inspection procedures;
- F. DOT compliance procedures;
- G. OSHA compliance procedures; and
- H. Accident investigation procedures.

3.16 HOLIDAY SCHEDULE

Identify all holidays proposed to be observed.

The approved holiday schedule shall become part of the Contract.

Any future modifications shall require City approval.

3.17 SPECIAL SERVICE EXPERIENCE

Describe experience providing:

- A. Bulk waste collection;
- B. Brush collection;
- C. Festival and event services;
- D. Roll-off container services; and
- E. Sludge hauling and disposal services.

3.18 REGULATORY COMPLIANCE HISTORY

Describe the proposer's compliance history with:

- A. Texas Commission on Environmental Quality;
- B. United States Department of Transportation;
- C. Occupational Safety and Health Administration;
- D. Environmental regulatory agencies; and
- E. Other governmental authorities having jurisdiction.

3.19 EXCEPTIONS

Any exceptions to the requirements of this Request for Proposals shall be clearly identified.

Failure to specifically identify exceptions shall constitute acceptance of all requirements.

Incomplete proposals may be rejected.

Failure to specifically identify an exception shall constitute the Proposer's acceptance of the applicable requirement and waiver of any right to assert a contrary interpretation after proposal submission or Contract award.

3.20 FALSE STATEMENTS

Material misrepresentations, omissions, or false statements may result in:

- A. Rejection of the proposal;
- B. Termination of the Contract;
- C. Disqualification from future procurement opportunities; and
- D. Any other remedies available under law.

3.21 REQUIRED PROPOSAL FORMS

The Proposer shall complete and submit all Proposal Forms, Pricing Schedules, Acknowledgements, Certifications, and the Proposal Execution Form contained in Section 4. Failure to complete or submit a required form may result in the Proposal being deemed non-responsive.

SECTION 4

PROPOSAL FORMS AND PRICING SCHEDULES

4.01 GENERAL PRICING REQUIREMENTS

All pricing submitted shall be inclusive of labor, supervision, equipment, vehicles, containers, transportation, disposal, recycling processing, customer service, administrative costs, overhead, profit, and all other costs necessary to provide the required services.

Except as specifically authorized by the Contract, Contractor shall not impose fuel surcharges, environmental fees, recovery fees, administrative fees, convenience fees, processing fees, or similar charges.

The prices proposed shall include all labor, supervision, equipment, vehicles, containers, fuel, insurance, disposal costs, recycling costs, administrative costs, overhead, profit, taxes (excluding applicable sales taxes), and all other costs necessary to perform the services required under this Contract, including the Contractor's acceptance of the City's deduction of the four percent (4%) franchise fee from each approved monthly invoice.

All pricing schedules contained in this Section shall be completed in their entirety and submitted with the Proposal. Failure to complete a required pricing schedule or certification may result in the Proposal being deemed non-responsive.

4.02 RESIDENTIAL COLLECTION PRICING FORM

Instructions

Complete all pricing information below. Prices shall include all labor, supervision, equipment, containers, collection, transportation, disposal, recycling processing, customer service, overhead, profit, and all other costs necessary to provide the required services.

Service	Monthly Rate
Monthly Residential Rate (Per Account)	\$
Additional Garbage Cart	\$
Additional Recycle Cart	\$

4.03 HOME-SIDE COLLECTION PRICING

Instructions

Provide the monthly charge, in addition to the standard residential collection rate, for approved Home-Side Collection Service.

Service	Monthly Rate
Additional Home-Side Collection Charge (in addition to the standard residential rate)	\$

4.04 OPTIONAL REDUCED-SIZE CART PROGRAM

Instructions

Complete this section only if proposing an optional reduced-size residential garbage cart program.

Item	Contractor Response
Reduced Cart Size	_____ Gallons
Monthly Reduction from Standard Residential Rate	\$ _____

4.05 COMMERCIAL GARBAGE COLLECTION PRICING

Instructions

Provide the proposed monthly rate for each container size and collection frequency listed below. Leave blank only if a particular service is not offered.

Container Size	Collection Frequency	Monthly Rate
96 Gallon Cart	One Collection Per Week	\$ _____
Additional 96 Gallon Cart	One Collection Per Week	\$ _____
2 Cubic Yard	One Collection Per Week	\$ _____
	Two Collections Per Week	\$ _____
	Three Collections Per Week	\$ _____
	Four Collections Per Week	\$ _____
	Five Collections Per Week	\$ _____
3 Cubic Yard	One Collection Per Week	\$ _____
	Two Collections Per Week	\$ _____
	Three Collections Per Week	\$ _____
	Four Collections Per Week	\$ _____
	Five Collections Per Week	\$ _____
4 Cubic Yard	One Collection Per Week	\$ _____
	Two Collections Per Week	\$ _____
	Three Collections Per Week	\$ _____
	Four Collections Per Week	\$ _____
	Five Collections Per Week	\$ _____
6 Cubic Yard	One Collection Per Week	\$ _____
	Two Collections Per Week	\$ _____

Container Size	Collection Frequency	Monthly Rate
	Three Collections Per Week	\$
	Four Collections Per Week	\$
	Five Collections Per Week	\$
8 Cubic Yard	One Collection Per Week	\$
	Two Collections Per Week	\$
	Three Collections Per Week	\$
	Four Collections Per Week	\$
	Five Collections Per Week	\$

4.06 COMMERCIAL RECYCLING COLLECTION PRICING

Instructions

Provide the proposed monthly rate for each commercial recycling service listed below.

Container Size	Collection Frequency	Monthly Rate
96 Gallon Cart	Every Other Week	\$
2 Cubic Yard	Every Other Week	\$
3 Cubic Yard	Every Other Week	\$
4 Cubic Yard	Every Other Week	\$
6 Cubic Yard	Every Other Week	\$
6 Cubic Yard	One Collection Per Week	\$

4.07 CITY FACILITY SERVICE ACKNOWLEDGEMENT

The undersigned acknowledges that all City facility services identified in Appendix B are included in the proposed pricing.

No separate billing shall be submitted to the City.

☐ **Acknowledged**

4.08 SPECIAL EVENT ACKNOWLEDGEMENT

The undersigned acknowledges that the following containers are included within the proposed pricing:

Festival of Lights Container.

☐ **Acknowledged**

4.09 SLUDGE HAULING PRICING

Sludge Hauling and Disposal Rate:

The proposed rate shall include transportation, disposal, scale tickets, and all regulatory compliance requirements.

Monthly Fee for 30 Yard Rolloff	\$
Per Ton	\$

4.10 BULK COLLECTION EVENTS - QUARTERLY

Contractor shall provide quarterly bulk collection events, at no additional cost to the City, and identify any limits below.

☐ **Acknowledged**

Volume Limit	
Weight Limit	
Any Prohibited Materials	

4.11 BRUSH COLLECTION

Contractor shall provide quarterly brush collection events, at no additional cost to the City, and identify items listed below.

☐ **Acknowledged**

Maximum branch diameter	
Maximum branch length	
Maximum volume allowance	
Weight limitations	
Equipment limitations	
Prohibited materials	

4.12 FRANCHISE FEE ACKNOWLEDGEMENT

The undersigned acknowledges that, if awarded the Contract, the City of Hallettsville shall deduct a franchise fee equal to four percent (4%) of each approved monthly invoice in accordance with Section 8 of this RFP.

The undersigned further acknowledges that such deduction shall satisfy the Contractor's franchise fee obligation and that no separate payment or remittance shall be required.

☐ **Acknowledged**

4.13 PROPOSED ANNUAL ESCALATION CAP

Each Proposer shall state the maximum annual escalation cap it proposes for the duration of the Contract, including any approved renewal terms.

The proposed Maximum Annual Escalation Cap shall become a contractual obligation upon award and shall remain in effect throughout the Contract unless modified by written amendment approved by the Hallettsville City Council.

The proposed Maximum Annual Escalation Cap shall not exceed four percent (4.0%).

The proposed Maximum Annual Escalation Cap shall be used in conjunction with Section 9 – Rate Adjustments to determine the maximum annual adjustment the Contractor may request.

Item	Contractor Response
Proposed Maximum Annual Escalation Cap (Not to Exceed 4.0%)	%

☐ **Certified**

4.14 PROHIBITED FEES CERTIFICATION

The undersigned certifies that no prohibited fees are included in the proposal.

☐ **Certified**

4.15 ADDENDA ACKNOWLEDGEMENT

Instructions

The Proposer acknowledges receipt of all addenda issued by the City for this Request for Proposals. Failure to acknowledge receipt of an addendum may result in the Proposal being deemed non-responsive if the addendum contains material changes to the solicitation.

Addendum No.	Date Issued	Acknowledged
Addendum No. 1	_____	☐
Addendum No. 2	_____	☐
Addendum No. 3	_____	☐
Addendum No. 4	_____	☐

4.16 NON-COLLUSION AFFIDAVIT

The undersigned certifies that the proposal has been prepared independently and without collusion with any other proposer.

☐ **Certified**

4.17 INSURANCE CERTIFICATION

The undersigned certifies the ability to obtain and maintain all insurance required by the Contract.

☐ **Certified**

4.18 PERFORMANCE BOND CERTIFICATION

The undersigned certifies the ability to obtain and maintain the required Performance Bond in the amount of \$250,000.

☐ **Certified**

4.19 LITIGATION DISCLOSURE

List all litigation, regulatory actions, environmental enforcement actions, and bankruptcy proceedings occurring during the previous five (5) years.

If none, state "NONE."

4.20 CERTIFICATION OF COMPLETENESS

The undersigned certifies that the proposal contains all information required by the Request for Proposals.

☐ **Certified**

4.21 PROPOSAL EXECUTION

The undersigned certifies that:

- All information contained in this Proposal is true and correct.
- The Proposal has been completed in accordance with the requirements of this Request for Proposals.
- All pricing submitted is firm.
- All acknowledgements and certifications contained in Section 4 are true and correct.
- The undersigned is authorized to bind the Proposer to this Proposal.
- If awarded, the Proposer agrees to execute the Contract and perform the services in accordance with the Proposal and Contract Documents.

Company Name:	
Authorized Representative:	
Title:	
Signature:	
Date:	

SECTION 5

CONTRACT ADMINISTRATION, REPORTING, DEFAULTS, AND TERMINATION

5.01 CONTRACT ADMINISTRATOR

The City Administrator or designee shall serve as Contract Administrator.

The Contract Administrator shall have authority to administer the Contract on behalf of the City.

5.02 MONTHLY REPORTING

Contractor shall submit monthly reports no later than the fifteenth (15th) day of the following month.

Monthly reports shall include:

Residential account counts;

Commercial account counts;

Container inventories;

Residential recycling participation;

Solid waste tonnage;

Recycling tonnage;

Sludge tonnage;

Missed collections;

Customer complaints;

Complaint resolutions; and

Gross monthly invoice, franchise fee deduction, and net amount due.

5.03 ANNUAL REPORTING

Contractor shall submit an annual report summarizing:

Operational performance;

Customer complaints;

Recycling participation;

Equipment inventory;

Safety incidents;

Regulatory actions; and

Service improvements.

5.04 RECORD RETENTION

Contractor shall retain all records relating to the Contract for a minimum period of seven (7) years.

5.05 AUDIT RIGHTS

The City shall have the right to inspect and audit records necessary to verify compliance with the Contract.

Contractor shall provide reasonable access to records upon request.

5.06 FRANCHISE FEE REPORTING

The Contractor's monthly invoice shall identify the gross monthly invoice, the 4% franchise fee deduction, and the net amount due. Supporting documentation shall be provided upon request.

5.07 ASSIGNMENT

Contractor shall not assign, transfer, pledge, or otherwise convey any interest in the Contract without prior approval of the City Council.

5.08 CHANGE OF CONTROL

A merger, acquisition, consolidation, sale of substantially all assets, or similar transaction resulting in a change of control shall constitute an assignment requiring City approval.

5.09 EVENTS OF DEFAULT

Events of default include:

Failure to provide required services;

Failure to maintain insurance;

Failure to maintain required Performance Bond;

Submission of false, inaccurate, incomplete, or fraudulent invoices or supporting documentation;

Repeated service failures;

Failure to maintain required permits;

Bankruptcy;

Insolvency; or

Material breach of Contract.

5.10 NOTICE OF DEFAULT

Except where immediate action is necessary to protect public health or safety, the City shall provide written notice of default.

Contractor shall have thirty (30) days to cure the default unless a different cure period is specified.

5.11 IMMEDIATE DEFAULT

The City may declare immediate default without opportunity to cure where public health, public safety, fraud, criminal conduct, abandonment of service, or regulatory emergencies are involved.

5.12 TERMINATION FOR CAUSE

The City may terminate the Contract for cause upon failure to cure a default.

5.13 TERMINATION FOR CONVENIENCE

The City may terminate the Contract for convenience upon one hundred eighty (180) days written notice.

5.14 TRANSITION OBLIGATIONS

Contractor shall cooperate fully with the City and any successor contractor to ensure continuity of service.

5.15 LIQUIDATED DAMAGES

Failure to Correct Missed Collection:
\$50.00 Per Occurrence

Failure to Provide Special Event Container:
\$250.00 Per Occurrence

Failure to Maintain Compliant Sludge Container:
\$500.00 Per Occurrence

Failure to Provide Required Documentation:
\$100.00 Per Occurrence

Failure to Submit Monthly Reports:
\$100.00 Per Occurrence

Failure to Submit Annual Reports:
\$100.00 Per Occurrence

Liquidated damages may be assessed in addition to any other remedies available under the Contract or applicable law.

5.16 SURVIVAL

Audit rights, record retention requirements, payment obligations, indemnification obligations, and public information obligations shall survive termination or expiration of the Contract.

5.17 GOVERNING LAW

The Contract shall be governed by the laws of the State of Texas.

Venue shall lie exclusively in Lavaca County, Texas.

SECTION 6

GENERAL CONTRACT CONDITIONS AND LEGAL REQUIREMENTS

6.01 INDEPENDENT CONTRACTOR

Contractor shall be an independent contractor and shall not be deemed an employee, agent, servant, partner, joint venturer, or representative of the City.

No officer, employee, or agent of Contractor shall be considered an employee of the City for any purpose.

Contractor shall be solely responsible for compensation, payroll taxes, benefits, workers' compensation coverage, and all other obligations relating to its employees.

6.02 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, licenses, and orders.

Contractor shall maintain all permits, licenses, and approvals required to perform the services required by this Contract.

Failure to maintain required permits or licenses shall constitute a material breach of Contract.

6.03 NON-DISCRIMINATION

Contractor shall not discriminate against any employee, applicant, customer, or member of the public on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other classification protected by law.

6.04 IMMIGRATION COMPLIANCE

Contractor shall comply with all applicable federal immigration laws and regulations.

Contractor shall ensure that all employees performing work under the Contract are legally authorized to work in the United States.

6.05 DRUG-FREE WORKPLACE

Contractor shall maintain a drug-free workplace and shall adopt policies designed to prevent the use of illegal drugs and alcohol abuse by employees performing services under the Contract.

6.06 SAFETY REQUIREMENTS

Contractor shall maintain a comprehensive safety program.

Contractor shall comply with all applicable Occupational Safety and Health Administration requirements and all applicable safety regulations.

Contractor shall provide safety training to employees and maintain records documenting such training.

6.07 DAMAGE TO PROPERTY

Contractor shall promptly repair, replace, or reimburse the City or affected property owner for damage caused by Contractor operations.

Contractor shall notify the City of significant property damage as soon as practicable.

6.08 INDEMNIFICATION

TO THE EXTENT PERMITTED BY TEXAS LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF HALLETTSVILLE, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE, RECKLESSNESS, MISCONDUCT, OMISSIONS, OR BREACH OF CONTRACT BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OFFICERS, SUBCONTRACTORS, OR REPRESENTATIVES.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THE CONTRACT.

6.09 NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing contained within this Request for Proposals, the Contract, or any related document shall be construed as a waiver of governmental immunity, sovereign immunity, or any other immunity available to the City under Texas law.

6.10 FORCE MAJEURE

Neither party shall be considered in default when performance is prevented by events beyond reasonable control, including but not limited to:

Acts of God;

Hurricanes;

Floods;

Tornadoes;

Fires;

Wars;

Civil disturbances;

Governmental actions;

Epidemics;

Pandemics; or

Other extraordinary events.

Contractor shall make reasonable efforts to continue service during such events.

6.11 INSPECTION RIGHTS

The City shall have the right to inspect Contractor vehicles, equipment, facilities, records, containers, and operations relating to Contract performance.

6.12 RECORDS ACCESS

Contractor shall provide records reasonably requested by the City to verify Contract compliance.

Records shall be provided within a reasonable time following request.

6.13 TEXAS PUBLIC INFORMATION ACT

Contractor acknowledges that information relating to the Contract may be subject to disclosure under the Texas Public Information Act.

Contractor shall cooperate with the City in responding to requests for public information.

6.14 CONFLICTS OF INTEREST

Contractor shall comply with Chapter 176 of the Texas Local Government Code and all other applicable conflict of interest laws.

6.15 FORM 1295

Contractor shall comply with all applicable requirements relating to Texas Ethics Commission Form 1295.

6.16 TEXAS GOVERNMENT CODE VERIFICATIONS

Contractor shall comply with all applicable requirements of Texas Government Code Chapters 2271, 2274, and any successor statutes.

6.17 SUBCONTRACTORS

Contractor may utilize subcontractors only with prior approval from the City.

Contractor shall remain fully responsible for all work performed by subcontractors.

6.18 ASSIGNMENT

The Contract may not be assigned without prior approval of the City Council.

Any unauthorized assignment shall be void.

6.19 NOTICE

All notices required by the Contract shall be in writing.

Notices shall be delivered personally, by certified mail, recognized overnight courier, or other method providing proof of delivery.

6.20 ENTIRE AGREEMENT

The Contract, Request for Proposals, addenda, proposal documents, exhibits, appendices, and approved amendments shall constitute the entire agreement between the parties.

6.21 AMENDMENTS

No amendment shall be effective unless approved by the City Council and executed by authorized representatives of both parties.

6.22 SEVERABILITY

If any provision of the Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.23 NON-APPROPRIATION

The City's obligations under the Contract are subject to annual appropriation of funds by the Hallettsville City Council.

Nothing herein shall be construed as creating a debt prohibited by Texas law.

6.24 VENUE

Venue for any legal action arising from the Contract shall lie exclusively in Lavaca County, Texas.

6.25 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Texas.

6.26 SURVIVAL

The provisions regarding indemnification, insurance, warranties, audit rights, record retention, payment obligations, confidentiality, public information, and any other obligations intended by their nature to survive termination shall remain in full force and effect following expiration or termination of this Contract.

6.27 CONTRACT EXECUTION

The successful proposer shall execute all Contract documents and provide all required bonds, insurance certificates, and certifications prior to commencement of services.

SECTION 7

DEFINITIONS

7.01 BULK WASTE

Large household items that cannot reasonably be placed within a standard garbage cart, including furniture, mattresses, appliances, carpet, and similar materials.

7.02 BRUSH

Tree limbs, branches, shrubbery, and vegetative materials generated through normal maintenance of residential property.

7.03 CITY

The City of Hallettsville, Texas.

7.04 CITY COUNCIL

The governing body of the City of Hallettsville.

7.05 COMMERCIAL CUSTOMER

Any business, institution, governmental entity, nonprofit organization, multifamily property, or other non-residential customer receiving collection services.

7.06 CONTRACT

The written agreement executed between the City and the successful proposer, including all incorporated exhibits, appendices, addenda, amendments, and proposal documents.

7.07 CONTRACTOR

The proposer awarded the Contract.

7.08 CURBSIDE COLLECTION

Collection service provided from a location adjacent to a public street, alley, or approved collection point.

7.09 FRANCHISE FEE

The four percent (4%) amount deducted by the City from each approved monthly invoice as consideration for the exclusive franchise granted under this Contract.

7.10 GARBAGE

Municipal solid waste generated through normal residential, commercial, institutional, or municipal activities including refuse removed from the City streets and roadways.

7.11 GROSS MONTHLY INVOICE

The total amount invoiced by the Contractor to the City for services performed under this Contract before deduction of the four percent (4%) franchise fee.

7.12 HOME-SIDE COLLECTION

Collection service whereby Contractor retrieves containers from an approved location on private property and returns containers following collection.

7.13 MISSED COLLECTION

Failure to collect properly prepared waste that has been placed for collection in accordance with Contract requirements.

7.14 RECYCLABLE MATERIALS

Materials designated by Contractor and approved by the City for recycling collection and processing.

7.15 RECYCLING CART

A container provided by Contractor for collection of recyclable materials.

7.16 RESIDENTIAL CUSTOMER

A single-family residence or other dwelling unit receiving residential collection service.

7.17 SERVICE AREA

The corporate limits of the City of Hallettsville, Texas, including any territory annexed during the Contract term, and any current customers being serviced within the extra territorial jurisdiction of the City.

7.18 SLUDGE

Wastewater treatment residuals generated through operation of the City's wastewater treatment facilities.

7.19 SPECIAL EVENT CONTAINER

A roll-off container or other container provided for festivals, community events, cleanup events, or other designated activities.

7.20 TCEQ

The Texas Commission on Environmental Quality.

7.21 TRANSITION PERIOD

The period between Contract award and commencement of service during which Contractor prepares to assume operations.

7.22 WORKING DAY

Any day other than Saturday, Sunday, or a recognized holiday approved under the Contract.

SECTION 8

CONTRACTOR INVOICING, CITY PAYMENT, AND FRANCHISE FEE

8.01 MONTHLY INVOICE

Contractor shall submit one itemized monthly invoice to the City for all services performed under this Contract. The invoice shall identify the billing period and include sufficient supporting documentation for the City to verify services performed.

8.02 INVOICE REVIEW

The City reserves the right to review each invoice for accuracy and completeness and may request additional documentation before payment. Payment of an invoice shall not constitute acceptance of deficient work.

8.03 PAYMENT BY THE CITY

Upon approval of a properly submitted invoice, the City shall remit payment in accordance with Chapter 2251, Texas Government Code (Texas Prompt Payment Act), less the franchise fee deduction described below.

8.04 FRANCHISE FEE

As consideration for the exclusive franchise granted under this Contract, the City shall deduct a franchise fee equal to four percent (4%) of the approved monthly invoice prior to payment. The deduction shall satisfy the Contractor's monthly franchise fee obligation. No separate franchise fee remittance shall be required.

8.05 INVOICE FORMAT

Each monthly invoice shall contain:

- Contractor name and remittance address

- Invoice number

- Billing period covered by the invoice

Each monthly invoice shall identify:

- Gross Monthly Invoice

- Less: 4% Franchise Fee

- Net Amount Due

8.06 SUPPORTING DOCUMENTATION

Invoices shall include documentation reasonably necessary for the City to verify the services performed, including sludge scale tickets where applicable.

8.07 AUDIT RIGHTS

The City may inspect and audit records supporting invoices submitted under this Contract.

8.08 BILLING DISPUTES

The City shall pay all undisputed amounts in accordance with applicable law. Disputed amounts shall be resolved following review of supporting documentation.

8.09 CITY BILLING

The City shall be solely responsible for billing and collecting payment from all customers. Contractor shall not bill customers directly unless specifically authorized in writing by the City.

SECTION 9

RATE ADJUSTMENTS

9.01 Initial Rate Period

The prices proposed by the successful Contractor shall remain firm from the Contract commencement date of April 1, 2027, through December 31, 2028. No increase in compensation shall be permitted during this initial rate period.

9.02 Annual Rate Adjustment Eligibility

Beginning January 1, 2029, and each January 1 thereafter during the initial Contract term and any approved renewal term, the Contractor may request one (1) annual rate adjustment in accordance with this Section.

Annual rate adjustments are not automatic and shall become effective only upon approval by the Hallettsville City Council.

9.03 Consumer Price Index

Annual rate adjustments shall be based exclusively upon the Consumer Price Index for All Urban Consumers (CPI-U), South Region, All Items (1982-84 = 100), Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics (BLS).

The City shall utilize the official published twelve (12) month percent change for the CPI index reported for the month of March immediately preceding the proposed January 1 rate adjustment.

No alternate index or calculation methodology shall be accepted.

9.04 Contractor's Proposed Annual Escalation Cap

Each proposer shall identify, in its Proposal, the maximum annual percentage increase it is willing to accept during the Contract term.

The proposed annual escalation cap shall:

Become a contractual obligation upon award;

Remain in effect throughout the initial Contract term and any renewal terms;

Not exceed four percent (4.0%) in any Contract year.

The proposed cap shall be included in the Proposal Form provided by the City.

9.05 Maximum Annual Adjustment

The annual rate adjustment approved by the City Council shall be limited to the lesser of:

The official published twelve (12) month percent change in the CPI identified in Section 9.03; or

The Contractor's proposed annual escalation cap.

Under no circumstances shall any annual rate adjustment exceed four percent (4.0%).

9.06 Request for Rate Adjustment

Any request for a rate adjustment shall be submitted to the City no later than May 1 preceding the proposed January 1 effective date.

The request shall include:

A written request for adjustment;

A copy of the applicable BLS CPI publication for the month of March;
Documentation identifying the published twelve (12) month percent change;
A calculation demonstrating the requested adjustment;
Any additional supporting information reasonably requested by the City.

Failure to submit a complete request for a rate adjustment by May 1 shall constitute a waiver of the Contractor's right to request a rate adjustment for the upcoming calendar year.

Any annual rate adjustment not requested or approved for a given Contract year shall be deemed waived and shall not be carried forward or compounded in any subsequent year.

9.07 City Review

The City shall review the request for compliance with this Section and may request additional documentation from the Contractor.

The City may verify all calculations using the official Bureau of Labor Statistics publication.

9.08 City Council Approval

Any annual rate adjustment shall require approval by the Hallettsville City Council.

Approval of a rate adjustment in one year shall not obligate the City to approve future adjustments.

9.09 Changes in Scope of Services

Nothing in this Section shall prohibit the City and Contractor from negotiating a written Contract amendment if the City materially changes the scope of services required under this Contract.

Routine increases in labor costs, fuel costs, disposal costs, equipment costs, insurance premiums, or other normal operating expenses shall not constitute a change in the scope of services.

9.10 Exclusive Method of Adjustment

Except as expressly provided in this Section, Contractor shall not impose or recover any increase in compensation, surcharge, fuel surcharge, environmental fee, administrative fee, recovery fee, inflation adjustment, or any other additional charge during the Contract term.

The Contractor acknowledges that the prices proposed are sufficient to perform all services required under this Contract and expressly assumes the risk of increases in labor, fuel, disposal costs, equipment costs, insurance costs, financing costs, taxes, and other ordinary costs of doing business, except as expressly provided in this Section.

SECTION 10

PROPOSAL EVALUATION AND AWARD PROCEDURES

10.01 GENERAL

The City shall evaluate proposals to determine the proposal providing the best value to the City.

The City shall not be required to award the Contract to the lowest-priced proposer.

10.02 EVALUATION COMMITTEE

The City Administrator may appoint an Evaluation Committee consisting of City staff, consultants, advisors, and other individuals deemed appropriate.

10.03 EVALUATION CRITERIA

Proposals shall be evaluated utilizing the following criteria:

Experience and Qualifications	20
Technical Approach and Operations Plan	20
Cost Proposal	35
Customer Service and Responsiveness	5
Transition Plan	5
References	5
Annual Escalation Cap	5
Local or Regional Experience	5

TOTAL 100

The Annual Escalation Cap score shall be based upon the Contractor's proposed maximum annual rate adjustment percentage. Contractors proposing lower annual escalation caps may receive a higher evaluation score. The proposed annual escalation cap shall become a contractual obligation upon award.

10.04 RESPONSIVENESS REVIEW

The City shall review proposals for responsiveness.

The City may reject proposals that are incomplete, non-responsive, fail to comply with material requirements, or contain material deficiencies.

10.05 REFERENCE CHECKS

The City may contact references provided by proposers and may independently investigate proposer performance history.

10.06 INTERVIEWS

The City may require interviews, presentations, demonstrations, site visits, or other evaluation activities.

10.07 CLARIFICATIONS

The City may request clarification of any proposal.

Clarification requests shall not obligate the City to permit modification of pricing or other material terms.

10.08 BEST AND FINAL OFFERS

The City reserves the right to request Best and Final Offers from one or more proposers.

10.09 NEGOTIATIONS

The City reserves the right to negotiate with one or more proposers regarding pricing, service levels, operational approaches, transition plans, or other matters.

10.10 RECOMMENDATION

Following evaluation, a recommendation may be presented to the Hallettsville City Council.

10.11 CONTRACT AWARD

Contract award shall occur only upon approval by the Hallettsville City Council.

10.12 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals.

10.13 WAIVER OF INFORMALITIES

The City may waive informalities and irregularities when doing so is determined to be in the best interest of the City.

10.14 NO PROPERTY RIGHTS

Submission of a proposal shall not create any property right, entitlement, or expectation of award.

10.15 COST OF PROPOSAL PREPARATION

The City shall not be responsible for any costs incurred by proposers in preparing, submitting, presenting, or negotiating proposals.

10.16 PUBLIC INFORMATION

Proposal documents may be subject to disclosure under the Texas Public Information Act.

10.17 PROCUREMENT PROTESTS

Any protest concerning the procurement process shall be submitted in writing to the City Administrator within five (5) business days following the action giving rise to the protest.

The City Administrator shall review the protest and issue a written determination.

The determination of the City Administrator may be appealed to the City Council.

The decision of the City Council shall be final.

10.18 BEST VALUE DETERMINATION

The City reserves the right to make a best value determination considering all factors deemed relevant by the City, including but not limited to qualifications, experience, references, operational capabilities, service quality, responsiveness, transition planning, and pricing.

10.19 FINAL AUTHORITY

The Hallettsville City Council shall retain final authority regarding award of the Contract.

APPENDIX A

CURRENT CUSTOMER AND SERVICE INFORMATION

The information contained in this Appendix is provided for informational purposes only and is believed to be substantially accurate as of the date of issuance of this Request for Proposals. The City makes no representation or warranty regarding future customer counts, service levels, waste generation rates, participation rates, or growth projections.

Proposers shall independently evaluate all information and shall not rely solely upon the information contained herein.

A. RESIDENTIAL ACCOUNTS

Residential Account Description	# of Accounts
RESIDENTIAL ACCOUNTS	968
EXTRA GARBAGE CONTAINER	59
EXTRA RECYCLE CONTAINER	1
HOMESIDE PICKUP	5

B. COMMERCIAL ACCOUNTS

The City shall provide updated commercial account information prior to Contract execution. Proposers shall independently evaluate anticipated service requirements.

Commercial Garbage Account Description	# of Accounts
GARBAGE - 2 CU - 1 PICKUP	23
GARBAGE - 2 CU - 1 PICKUP - OUTSIDE	3
GARBAGE - 2 CU - 1 PICKUP - SHARED BY 2	4
GARBAGE - 3 CU - 1 PICKUP	16
GARBAGE - 3 CU - 1 PICKUP - OUTSIDE	3
GARBAGE - 3 CU - 2 PICKUPS	5
GARBAGE - 3 CU - 3 PICKUPS	1
GARBAGE - 4 CU - 1 PICKUP	12
GARBAGE - 4 CU - 2 PICKUPS	5
GARBAGE - 4 CU - 3 PICKUPS	2
GARBAGE - 6 CU - 1 PICKUP	22
GARBAGE - 6 CU - 1 PICKUP - OUTSIDE	1
GARBAGE - 6 CU - 2 PICKUPS	11
GARBAGE - 6 CU - 2 PICKUPS - OUTSIDE	3
GARBAGE - 6 CU - 2 PICKUPS - SHARED	2
GARBAGE - 6 CU - 3 PICKUPS	5

GARBAGE - 6 CU - 4 PICKUPS	3
GARBAGE - 8 CU - 1 PICKUP	5
GARBAGE - 8 CU - 2 PICKUPS	6
GARBAGE - 8 CU - 3 PICKUPS	2
GARBAGE - 8 CU - 4 PICKUPS	1
GARBAGE - 8 CU - 5 PICKUPS	1
GARBAGE - COMM 96 GAL CART SHARED/2	6
GARBAGE - COMM 96 GAL CART SHARED\3	3

Commercial Recycle Account Description	# of Accounts
RECYCLE - 2 CU- EVERY OTHER WEEK	1
RECYCLE - 3 CU- EVERY OTHER WEEK	1
RECYCLE - 4 CU- EVERY OTHER WEEK	2
RECYCLE - 6 CU- EVERY OTHER WEEK	1
RECYCLE - 6 CU- 1 X WEEK PICKUP	6
RECYCLE – 96 GALLON CART	19

C. CURRENT SERVICE CHARACTERISTICS

Residential Garbage Collection:
Once Weekly

Residential Recycling Collection:
Every Other Week

Bulk Waste Collection:
Quarterly

Festival of Lights Container:
Annually

Wastewater Treatment Plant Sludge Hauling:
As Needed

D. ANNEXATIONS

Contractor shall provide service to any territory annexed by the City during the Contract term.

No additional compensation shall be due solely because of annexation or customer growth.

APPENDIX B

CITY FACILITY SERVICE LOCATIONS

The facilities listed below shall receive collection services at no additional cost to the City.

The cost of servicing these locations shall be included within Contractor's base proposal pricing.

The City currently receives collection services for municipal facilities at no direct cost, with the cost being absorbed by the service provider as part of the overall service agreement.

The Contractor shall continue this arrangement throughout the Contract term.

The City will verify actual container quantities prior to Contract award.

Contractor shall furnish collection, transportation, disposal, recycling processing, container maintenance, and all related services required for these locations.

City Garbage Account Description	Size Container	# of Containers	Pickup Frequency
City Hall	96 Gallon cart	1	1 X Week
Public Works Building	3 cu. yd. container	1	2 X Week
Library	96 Gallon cart	1	1 X Week
Fire Station	96 Gallon cart	2	1 X Week
City Park	6 cu. yd. container	1	3 X Week
Youth Center	96 Gallon cart	2	1 X Week
Sewer Plant	3 cu. yd. container	1	2 X Week
Police Building	96 Gallon cart	2	1 X Week

City Recycle Account Description	Size Container	# of Containers	Pickup Frequency
City Hall	96 Gallon cart	1	1 Every 2 Weeks
Public Works Building	96 Gallon cart	1	1 Every 2 Weeks
Library	96 Gallon cart	1	1 Every 2 Weeks

APPENDIX C

OPTIONAL TRANSFER STATION LEASE INTEREST FORM

The City owns property that may be suitable for transfer station operations, equipment staging, container storage, maintenance activities, or related solid waste operations.

Submission of this form does not create any right, entitlement, leasehold interest, or obligation on the part of the City.

The City reserves the right to decline all lease discussions.

Company Name:	
Address:	
Contact Person:	
Telephone:	
Email:	

Is your company interested in discussing a lease of City-owned property for transfer station or related operational purposes?

☐ Yes

☐ No

If yes, describe the proposed use and estimated acreage desired:

Additional information:

Authorized Representative: _____

Signature: _____

Date: _____

APPENDIX D

PROCUREMENT SCHEDULE

The following schedule is anticipated. The City reserves the right to modify any date by written addendum.

Failure of the City to adhere to the above schedule shall not create any claim against the City.

Milestone	Date
City Council Approval to Advertise	July 20, 2026
Issue Request for Proposals / First Advertisement	July 22, 2026
Second Advertisement	July 29, 2026
RFP Available to Proposers	July 22, 2026
Deadline to Submit Written Questions	July 31, 2026 – 2:00 p.m. CST
Final Addendum Issued (if necessary)	August 5, 2026
Proposal Submission Deadline	August 11, 2026 – 2:00 p.m. CST
Proposal Opening (Public Opening of Names Only)	August 11, 2026 – 2:05 p.m. CST
Evaluation Committee Review	August 12 – August 28, 2026
Reference Checks / Proposal Clarifications	August 17 – September 4, 2026
Interviews / Presentations (if requested)	Week of September 8, 2026
Best and Final Offers (if requested)	September 11, 2026
Staff Recommendation Completed	September 15, 2026
City Council Contract Award	September 21, 2026
Contract Execution	On or before October 2, 2026
Performance Bond and Insurance Due	On or before October 16, 2026
Transition / Mobilization Period	October 2026 – March 2027
Customer Notifications and Cart Delivery	January – March 2027
Final Readiness Review	March 15–20, 2027
Contract Commencement Date	April 1, 2027

EXHIBIT A

INSURANCE REQUIREMENTS

Contractor shall procure and maintain throughout the Contract term the following minimum insurance coverages with insurers authorized to conduct business in Texas and reasonably acceptable to the City.

Coverage	Minimum Requirement
Commercial General Liability	\$1,000,000 Each Occurrence
General Aggregate	\$2,000,000
Automobile Liability	\$1,000,000 CSL
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Umbrella Liability	\$2,000,000

Additional Insured Requirement

The City of Hallettsville, its elected officials, officers, employees, and agents shall be named as Additional Insureds.

Waiver of Subrogation

All policies shall contain a Waiver of Subrogation in favor of the City.

Certificates of Insurance

Certificates shall be provided prior to Contract execution and upon renewal.

EXHIBIT B

PERFORMANCE BOND REQUIREMENTS

Contractor shall furnish a Performance Bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

The bond shall:

- Remain in effect throughout the Contract term;
- Be issued by a surety authorized to conduct business in Texas;
- Guarantee faithful performance of the Contract; and
- Be subject to approval by the City Attorney.

Failure to maintain the bond shall constitute a material breach of Contract.

EXHIBIT C

PROPOSAL EVALUATION WORKSHEET

Evaluator Name: _____

Date: _____

Proposer Name: _____

Evaluation Criteria	Maximum Points	Score
Qualifications	20	
Technical Approach	20	
Cost Proposal	35	
Customer Service	5	
Transition Plan	5	
References	5	
Annual Escalation Cap	5	
Local Experience	5	
TOTAL	100	

Comments: _____

Recommendation:

☐ Highly Recommended

☐ Recommended

☐ Not Recommended

EXHIBIT D

PROPOSAL SUBMISSION CHECKLIST

- ☐ Cover Letter
- ☐ Executive Summary
- ☐ Company Information
- ☐ Qualifications and Experience
- ☐ Municipal References
- ☐ Financial Information
- ☐ Operations Plan
- ☐ Equipment Inventory
- ☐ Customer Service Plan
- ☐ Emergency Response Plan
- ☐ Transition Plan
- ☐ Completed Section 4 Proposal Forms
- ☐ W-9
- ☐ Other Required Attachments

EXHIBIT E

TRANSITION IMPLEMENTATION SCHEDULE

Milestone	Completion Date
Kickoff Meeting	Within 14 Days
Transition Plan	Within 30 Days
Customer Data	Within 45 Days
Customer Notices	Within 60 Days
Equipment Procurement	Within 90 Days
Training	Within 120 Days
Cart Delivery	January 2027
Final Readiness Review	March 2027
Service Begins	April 1, 2027
Post-Implementation Review	Within 60 Days

EXHIBIT F

SAMPLE AGREEMENT

STATE OF TEXAS §

COUNTY OF LAVACA §

SOLID WASTE COLLECTION, RECYCLING COLLECTION, BULK WASTE COLLECTION, BRUSH COLLECTION, SPECIAL EVENT SERVICES, AND SLUDGE HAULING AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF HALLETTSVILLE, TEXAS ("City") and _____ ("Contractor").

ARTICLE 1

GRANT OF FRANCHISE

The City hereby grants Contractor the exclusive right and franchise to provide municipal solid waste collection services within the City limits to the fullest extent permitted by Texas law.

ARTICLE 2

TERM

The initial Contract term shall commence April 1, 2027, and continue through March 31, 2032.

The City may, at its sole option, offer to renew this Agreement for up to two (2) additional five (5) year terms. Any renewal shall require the mutual written agreement of the City and the Contractor and approval by the Hallettsville City Council. Nothing herein shall obligate either party to renew this Agreement.

ARTICLE 3

SERVICES PROVIDED

Contractor shall provide:

Weekly Residential Garbage Collection

Every-Other-Week Residential Recycling Collection

Commercial Collection Services

Commercial Recycling Services

Quarterly Bulk Waste Collection

Quarterly Brush Collection

Festival of Lights Container Service

Wastewater Treatment Plant Sludge Hauling; and

Contractor shall perform all services required by this Agreement, the Request for Proposals, all addenda, the Contractor's Proposal, and all documents incorporated by reference.

ARTICLE 4

COMPLIANCE WITH LAW

Contractor shall perform all services in full compliance with all applicable federal, state, and local laws, regulations, ordinances, permits, licenses, orders, and administrative requirements, including all applicable requirements of the Texas Commission on Environmental Quality (TCEQ), the Texas Department of Transportation (TxDOT), the Occupational Safety and Health Administration (OSHA), the United States Department of Transportation (USDOT), and any other governmental authority having jurisdiction.

Contractor shall obtain and maintain, at its sole expense, all permits, licenses, registrations, and approvals necessary to perform the services required under this Agreement.

Contractor shall promptly notify the City of any notice of violation, enforcement action, permit suspension or revocation, or other regulatory action that could materially affect the Contractor's ability to perform the services required by this Agreement.

ARTICLE 5

CITY FACILITIES

Contractor shall provide collection services to all City facilities identified by the City without separate billing. The cost of servicing City facilities shall be included within the Contractor's approved Contract pricing.

ARTICLE 6

FRANCHISE FEE

The City shall deduct a franchise fee equal to four percent (4%) of the Contractor's approved monthly invoice prior to payment.

The deduction shall satisfy the Contractor's franchise fee obligation. No separate remittance shall be required.

ARTICLE 7

RATE ADJUSTMENTS

Compensation adjustments shall be governed exclusively by Section 9 of the Request for Proposals and the Contractor's Proposal. Contractor shall not be entitled to any adjustment in compensation except as expressly approved by the Hallettsville City Council in accordance with this Agreement and Section 9 of the Request for Proposals.

ARTICLE 8

INSURANCE

Contractor shall maintain insurance meeting the requirements of Exhibit A.

ARTICLE 9

PERFORMANCE BOND

Contractor shall maintain a Performance Bond in the amount of \$250,000.

ARTICLE 10

RECORDS AND AUDITS

Contractor shall maintain records sufficient to verify Contract compliance.

The City shall possess audit rights throughout the Contract term and for three (3) years thereafter.

ARTICLE 11

DEFAULT

Events of default include:

Failure to comply with applicable federal, state, or local laws applicable to the performance of this Agreement;

Failure to provide required services;

Failure to maintain insurance;

Failure to maintain Performance Bond;

Submission of false, inaccurate, incomplete, or fraudulent invoices or supporting documentation;

Bankruptcy;

Abandonment of service; and

Material breach of Contract.

ARTICLE 12

TERMINATION

The City may terminate this Agreement for cause following the notice and cure provisions contained in this Agreement and Section 5 of the Request for Proposals.

The City may terminate for convenience upon one hundred eighty (180) days written notice.

ARTICLE 13

INDEMNIFICATION

TO THE EXTENT PERMITTED BY TEXAS LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF HALLETTSVILLE, ITS OFFICERS, EMPLOYEES, AGENTS, AND ELECTED OFFICIALS FROM CLAIMS ARISING OUT OF CONTRACTOR'S NEGLIGENCE, MISCONDUCT, OR BREACH OF CONTRACT.

Contractor's indemnification obligations include the acts and omissions of its officers, employees, agents, subcontractors, and anyone acting under its direction or control.

ARTICLE 14

NO WAIVER OF IMMUNITY

Nothing herein shall constitute a waiver of governmental immunity.

ARTICLE 15

PUBLIC INFORMATION

Contractor shall maintain records and provide information reasonably requested by the City to enable the City to comply with the Texas Public Information Act, Chapter 552, Texas Government Code.

ARTICLE 16

GOVERNING LAW AND VENUE

This Agreement shall be governed by Texas law.

Venue shall lie exclusively in Lavaca County, Texas.

ARTICLE 17

ENTIRE AGREEMENT

This Agreement, together with the Request for Proposals, addenda, Contractor's proposal, exhibits, appendices, and approved amendments, constitutes the entire agreement between the parties.

In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Executed Contract Amendments
2. This Agreement
3. Addenda
4. Request for Proposals
5. Contractor's Proposal
6. Appendices and Exhibits

EXECUTED this ____ day of _____, 20.

CITY OF HALLETTSVILLE, TEXAS

By: _____

Mayor

ATTEST:

City Secretary

CONTRACTOR

By: _____

Name: _____

Title: _____

ATTEST:

END OF REQUEST FOR PROPOSALS