



**NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS**

Solid Waste Collection RFP, Contract, and Ordinance Development Guidebook

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List of Abbreviations

Abbreviation	Term/Phrase/Name
ANSI	American National Standards Institute
API	Application Programming Interface
ASL	Automated Side Load
ASTM	American Society for Testing and Materials
BAFO	Best and Final Offer
CPI	Consumer Price Index
CY	Cubic Yard
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
GVW	Gross Vehicle Weight
NCTCOG	North Central Texas Council of Governments
OSHA	Occupational Safety and Health Administration
PAYT	Pay-As-You-Throw
RFB	Request for Bids
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
TCEQ	Texas Commission on Environmental Quality
UNSPSC	United Nations Standard Products and Services Code
URL	Uniform Resource Locator



1.0 Guidebook Overview

1.1 Introduction

The North Central Texas Council of Governments (NCTCOG) engaged Burns & McDonnell to develop this Solid Waste Collection Request for Proposal (RFP), Contract, Ordinance Development Guidebook, corresponding document templates, and white papers. The guidebook, templates, and white papers focus on the key residential and commercial solid waste collection types: trash, recycling, yard waste, brush and bulky, and household hazardous waste.

First, the guidebook presents an overview of the RFP, contracting, and ordinance development processes. Then, it provides detailed descriptions and discussions of each element of solid waste collection RFPs, contracts, and ordinances. Lastly, it includes sample RFP, contract, and ordinance templates that cities may customize to suit their community's characteristics and service needs.

In addition, Burns & McDonnell authored a series of five white papers that discuss key waste management issues and trends, including Illegal Dumping and Prevention, Material Diversion and Its Benefits, Household Hazardous Waste Management and Risks, Brush and Bulky Waste Management Options, and Disposal or Recycling of White Goods.

The white papers, guidebook, and templates aim to provide cities with a conceptual understanding of the key white paper topics, a detailed guide of RFP, contract, and ordinance elements, and practical templates for city customization and use.

This document is provided for the user's reference and information only. The document does not provide legal advice. The user should seek legal advice before issuing an RFP, contract, or ordinance. Reliance on these documents by any party is at that party's own risk. Various estimates and assumptions have been made as part of the planning process. Estimates and projections prepared by Burns & McDonnell relating to construction costs and schedules, operation and maintenance costs, inflation, equipment characteristics and performance, and operating results are based on Burns & McDonnell's experience, qualifications, and judgment as a design and consulting professional. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractors' procedures and methods, unavoidable delays, construction contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, changes in law, duties and tariffs, and other factors affecting such cost opinions or projections, Burns & McDonnell does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost estimates and projections prepared by Consultant.

1.2 Solid Waste Collection Statutory Authority

Cities have the authority to address public health, safety, and general welfare, including regulating waste disposal. In the State of Texas, outlined in Texas Health and Safety Code Chapters 361 and 363, cities are authorized to regulate and provide solid waste collection services in their jurisdictions. Cities can establish and enforce local ordinances for municipal solid waste collection, transportation, and disposal. In addition, cities can establish exclusive franchises for waste collection, transportation, and disposal services by the City or a contractor. Cities are authorized to charge fees to residents for these solid waste services. Cities are

encouraged to engage in regional planning and landfill diversion programs. Texas State law does allow cities to directly negotiate solid waste services with individual private firms. However, the RFP process provides greater transparency and can often result in a better value for service.

Cities have municipal procurement rules and regulations and must follow federal and state regulations related to procurement. Federal regulations mostly impact city procurements when using federal funds. State regulations are specifically applicable to city procurements. In general, most regulations establish competitive bidding requirements, cooperative purchasing, conflict resolution guidance, and transparency and ethics rules. Cities should always consult with their legal and procurement departments for procurement guidance. The Texas Municipal League published the [Texas Municipal Procurement Laws Made Easy](#) document. Cities should check for legislative developments at the time of procurement. For example, the Texas Legislature is considering [HB 5057](#), which requires public notice when a public agency enters into a solid waste services contract. Table 1-1 summarizes federal and state procurement regulations that may impact city procurements.

Table 1-1: Federal and State Procurement Regulations

Regulation	Level	Description
Uniform Guidance (2 CFR Part 200)	Federal	Governs procurement procedures when federal grants or funding are used
Buy American Act	Federal	Requires municipalities using federal funds to prioritize purchasing U.S.-made goods
Davis-Bacon Act	Federal	Mandates prevailing wages for federally funded construction projects
Clean Air Act & Clean Water Act	Federal	Require environmental compliance for municipal projects receiving federal aid
Texas Local Government Code Chapters 252 and 271	State	Covers competitive bidding and purchasing procedures
Texas Government Code Chapters 2253, 2254, 2269, and 2271	State	Regulates professional services, construction procurement, and ethical considerations
Texas Government Code Chapter 2155	State	Establishes general purchasing rules and procedures
Texas Legislature HB 5057	State	Requires public notice of exclusive solid waste services contracts

1.3 How to Use the Guidebook

The contract between a city and a private solid waste management service provider to secure the collection, processing, and/or disposal of solid waste is one of the most impactful legal documents in the U.S. public solid waste management system. Like all contracts, the best solid waste collection contract clearly recognizes and protects the interests of both sides and results in an agreement that both sides would consider fair.

The purpose of this guidebook is to assist cities with understanding, procuring, contracting, and legislating solid waste collection. Users may find it helpful to read the document in sequence as presented or skip to sections most relevant to themselves. First, a series of white papers provides a conceptual understanding of key solid waste collection topics. Then, the guidebook provides technical discussions of the individual components of solid waste collection RFPs, contracts, and ordinances. The guidebook's topical discussions refer to corresponding template sections that provide industry standard language and best practices, which users can customize to suit their community's needs and characteristics.

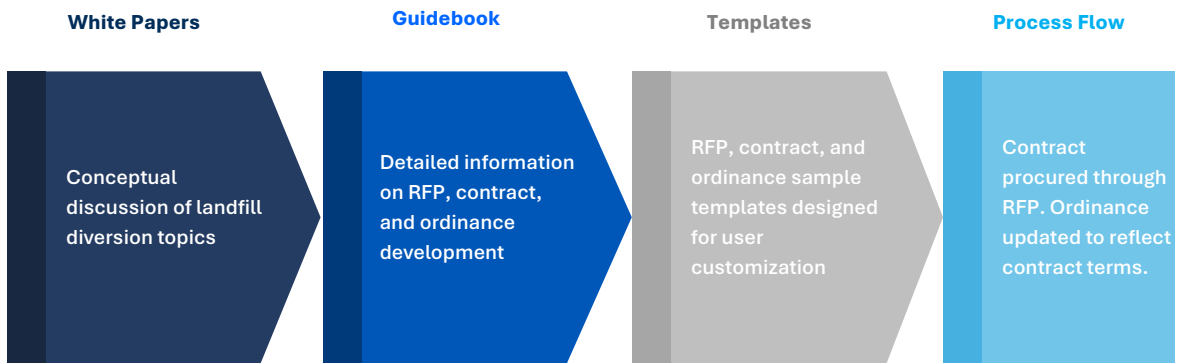
The RFP, contract, and ordinance serve complimentary purposes and should work together to align the contractor's scope of services, the terms and conditions of their agreement with the City, and the program rules and procedures followed by the City's residents. It is recommended that the RFP and contract be developed before adopting the ordinance to ensure that the ordinance captures all relevant information from the final contract.

The templates are designed to indicate where the user needs to customize the content for their city. Other sections use standard procurement language that may not require additional changes. Users may develop an RFP, contract, and ordinance for all residential and commercial collection services or select the specific services needed for their city. The user should verify that the procurement language is consistent with the city's procurement and legal standards. Section 4.0 provides a guide to customizing the RFP, contract, and ordinance.

The document focuses on key residential and commercial solid waste collection types—trash, recycling, yard waste, brush and bulky, and household hazardous waste. Residential solid waste collection typically includes trash, recycling, yard waste, and brush and bulky waste as standard services. In addition, cities may offer household hazardous waste collection from residential homes or as a drop-off service. For commercial solid waste collection, cities typically only issue RFPs and contracts for trash and recycling services. Cities may adopt ordinances that regulate commercial brush, bulky, and hazardous waste but often allow commercial businesses to procure those services.

This guidance document is designed to help public agencies procure solid waste collection contracts through a transparent and balanced process that allows each party to navigate volatile market conditions. To achieve long-term success, cities and private service providers should approach contracting as a partnership that achieves a true win-win outcome.

Figure 1 displays the process flow between the white papers, guidebook, and templates and between the RFP, contract, and ordinance process.

Figure 1: White Paper and Guidebook Process Flow

2.0 RFP and Contracting Development

2.1 RFP and Contracting Overview

This section provides an overview of key decisions needed during the RFP and contracting process. It starts by examining different procurement processes, then provides tips on RFP and contract scheduling and concludes with key information that should be included in the RFP and contract. The appendix provides sample RFP and contract templates for customization based on community characteristics and service needs. Consulting firms are available to provide further insight and assistance to communities as they navigate the challenges of securing responsible collection, processing, and disposal services for their stakeholders.

Two Important Issues Before Getting Started

1. Goals and Objectives: Before starting a procurement and contracting process, a local program should take time to consider and decide what it wants to accomplish with the contract and what it needs the contract to deliver. A city must decide which solid waste collection services to offer and whether to exclusively contract for these services or establish an open market system.

A local program should ensure that all angles from a community are taken into consideration, including political, operational, financial, and legal perspectives. Community stakeholders may have different views of what is essential in a solid waste management contract that ultimately needs to be aligned. Inviting competition, choosing the optimal contract length, allowing for possible renewals, deciding if recycling revenue will be shared, and determining acceptable performance standards are important details to consider when developing solid waste management contracts.

2. Synergy between Procurements and Contracts: Procurement procedures eventually lead to finished contracts. The design of RFP or Request for Bids (RFB) documents should anticipate the development of mirrored contract clauses that reflect the accepted proposal or bid. In other words, procurement and contracting are two sides of the same coin and there should be tight alignment between the two in terms of structure, language, and expectations. Cities should include the draft contract in the RFP document so that proposers may review it at the time of RFP release.

2.2 Type of Procurement Process

Cities usually require a competitive procurement process to enter into a contract with a private solid waste management company. Completing a procurement process requires careful planning and multiple steps because a contract can span multiple years and involve millions of dollars.

Local programs have multiple options for procuring solid waste collection services. The procurement process may use a Request for Information (RFI), Request for Qualifications (RFQ), Request for Bids (RFB) or Requests for Proposals (RFP) process. It may also request separate, open-ended, or integrated proposals. In addition, it may use a one-step or two-step decision-making process.

For example, an RFQ can help establish minimum qualifications and be used as a step in the RFB and RFP process. RFQs are used for internal evaluations only. An RFB is a straightforward method of receiving financial proposals when all essential parameters are known. An RFP method is generally recommended as it

allows cities to consider various factors in the decision-making process. Also known as a “best value” approach, an RFP is more versatile in allowing a more exhaustive exploration of varying service parameters from different companies and is not just based on price alone. Given the complex and long-term nature of most solid waste collection contracts, the RFP “best value” approach may be the preferred framework. The RFP process allows cities to give additional consideration to non-financial factors, such as ability to perform the service and service performance track record. Non-financial factors are important when considering a service that impacts public health, safety, and general welfare.

A procurement process can be conducted in either a one-step or two-step manner. In the one-step process, proposals are opened all at once, and an in-depth analysis is performed for all proposals. Only the proposals that meet minimum qualifications are evaluated in a two-step process. Table 2-1 summarizes the pros and cons of the different procurement structures.

Table 2-1: Procurement Structure Comparison Matrix

Structure	Works well when	Pros	Cons
RFB	<ul style="list-style-type: none"> Services can be definitively specified All bidders are qualified Price is the only evaluation factor 	<ul style="list-style-type: none"> Simple evaluation process Little risk of protest from unsuccessful bidders 	<ul style="list-style-type: none"> Risk of obligation to select an underqualified bidder Does not account for selection criteria beyond price City obligated to select the lowest price rather than the best value No incentive to present alternatives or a higher level of service
RFP	<ul style="list-style-type: none"> City is receptive to different approaches to delivering service Price is not the only evaluation factor 	<ul style="list-style-type: none"> Evaluation based on factors beyond price Allows proposers to provide alternatives to provide service Promotes innovation 	<ul style="list-style-type: none"> Complex evaluation process due to alternatives presented Higher risk of protest from unsuccessful proposers
ONE-STEP	<ul style="list-style-type: none"> City wants lowest cost bid 	<ul style="list-style-type: none"> Can independently select collection, disposal, and processing providers Can increase competition 	<ul style="list-style-type: none"> Risk of underqualified proposal being selected due to low financial proposal All proposals must be evaluated in detail
TWO-STEP	<ul style="list-style-type: none"> City wants to avoid in-depth analysis of all proposals City is receptive to different approaches to delivering service Price is not the only evaluation factor 	<ul style="list-style-type: none"> Early elimination of underqualified proposers Reduced time for evaluation Eliminates the risk of underqualified proposers being selected due to a low financial proposal 	<ul style="list-style-type: none"> Can't see the “full picture” for proposers that are eliminated Potentially longer evaluation timeline

In addition, a procurement process may be conducted separately, open-ended, or integrated. For example, a city may solicit separate proposals for collection and processing services in a separate procurement process. In an open-ended procurement process, the city requests proposals for collection and processing, but proposers may bid on any or all services, resulting in a “bundled” or “unbundled” contract. In an

integrated procurement process, the City requires all proposers to submit “bundled” proposals for collection and processing services. Table 2-2 summarizes the pros and cons of each type of procurement process.

Table 2-2: Separate, Open-End, and Integrated Procurement Comparison Matrix

Structure	Works well when	Pros	Cons
SEPARATE	<ul style="list-style-type: none"> City has the staff and resources to conduct two procurements City can manage two contracts There is a lack of companies in the marketplace that could provide bundled services 	<ul style="list-style-type: none"> Ability to independently select collection contractor and processing contractor Potentially results in more bidders than integrated procurement 	<ul style="list-style-type: none"> Two independent procurements require more time and effort Administrative oversight of two contracts can be challenging, especially for smaller communities Can be challenging for companies that wish to submit proposals for each service
OPEN-ENDED	<ul style="list-style-type: none"> City wants to explore multiple options for separate or integrated contracting A variety of companies in the marketplace could provide one or both services City has the procurement team resources to analyze multiple options 	<ul style="list-style-type: none"> Ability to independently select collection contractor and processing contractor <ul style="list-style-type: none"> Maximizes the competitiveness of the procurement by allowing offerors to propose on any or all services Allows the local government to analyze all possible options for how service can be provided 	<ul style="list-style-type: none"> Potential to not receive an offer on each requested service Possible that the local government will have to negotiate two separate contracts Potential administrative oversight of two or more contracts Proposal evaluation can be complex
INTEGRATED	<ul style="list-style-type: none"> City cannot manage separate contracts City does not have a procurement team or outside advisors to analyze multiple options 	<ul style="list-style-type: none"> Single procurement Established relationships between the collection contractor and the processing contractor Administrative oversight of only one contract 	<ul style="list-style-type: none"> Requirement to select a contractor that can provide both services <ul style="list-style-type: none"> Can minimize competition by eliminating companies that only provide one type of service

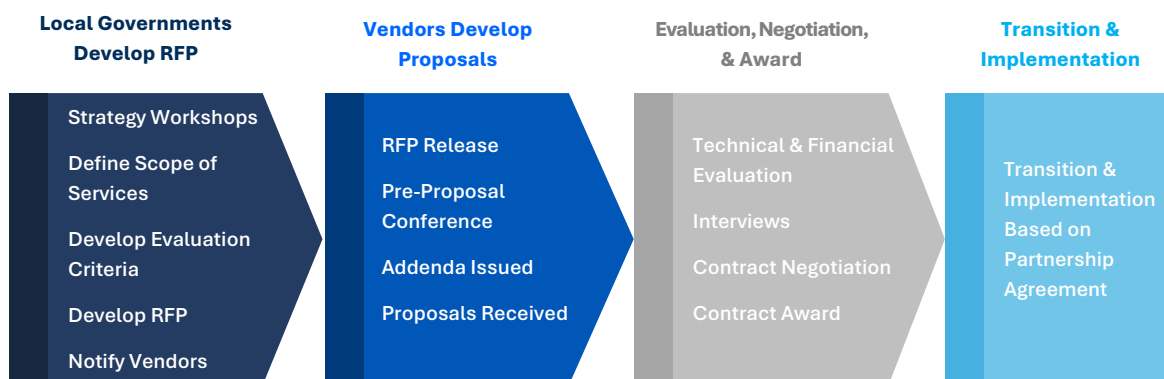
Key steps in an RFP-based procurement include:

- **City develops RFP:** The City considers its goals and objectives and reflects them in its RFP, considering how the RFP elements will translate into the final contract.
- **Companies develop and submit proposals:** Proposers develop their submittals, with opportunities to have questions answered by submittal in writing or during a pre-proposal meeting.
- **City evaluates, negotiates and awards contracts:** Proposals are reviewed technically and financially, often involving interviews of prospective companies. Contract negotiations commence, and a formal award is made.
- **Transition and implementation of contract:** Timelines and steps are followed to implement the agreement. The level of effort and time needed for this step can vary widely. The transition may be less challenging when a solid waste management company already operates in the local market and has available capacity. Transition and implementation efforts are more involved in cases where

a solid waste management company is entering a market since they must acquire operating facilities and rolling stock, which impacts the schedule.

Figure 2 displays the key steps in the RFP process.

Figure 2: Key Steps in the RFP Process



Many communities benefit from consulting services when developing their bid processes and documents. Consultants bring broad experience and subject matter expertise in the procurement of solid waste collection services. They can use ready language, document structures, and procedures from their work with other communities to guide a complex procurement process. Consultants may also have industry relationships that can attract potential bidders to an opportunity, increasing the city's options.

2.3 Selecting the Procurement Team

An essential step in the procurement process is to select team members who will assist in the RFP process. The team members' responsibilities will vary, including developing the RFP, facilitating the procurement process, and evaluating the proposals. Five to nine team members are recommended to assess the proposals and an odd number is needed for tie-breaking. Table 2-3 provides a list of potential procurement team members.

Table 2-3: Procurement Team Selection

Potential Procurement Team Members	
Recommended	<ul style="list-style-type: none"> Public Works or Solid Waste Department <ul style="list-style-type: none"> Solid Waste Coordinator Recycling Coordinator City Manager or designee Billing and Customer Service <ul style="list-style-type: none"> Purchasing Department Legal Department or outside counsel
Optional	<ul style="list-style-type: none"> Elected officials Citizen group representatives Consultant or outside advisor

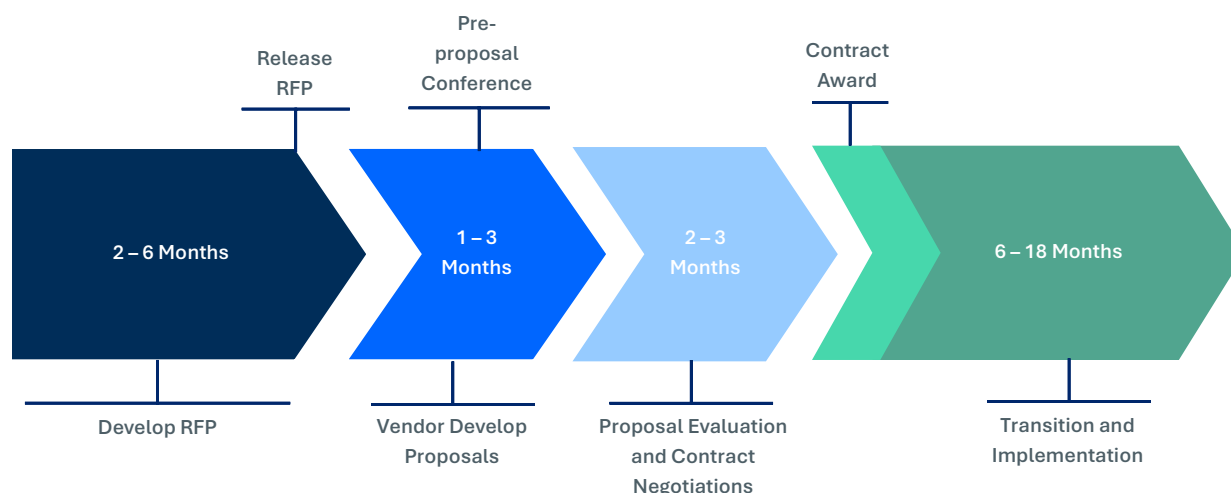
2.4 Schedule

The competitiveness of the local solid waste management market and the availability of service capacity in the region are key factors in determining how much time is needed for the procurement process. For example, suppose multiple regional solid waste collection companies have existing operations in the area. In that case, the procurement process will require less time since several existing solid waste collection companies are already in place. On the other hand, if there is a need to build a new operation based on the outcome of the procurement process, more time would be required to allow the solid waste management service provider to purchase, lease, or build facilities, hire and train staff, purchase equipment, and prepare for service delivery.

Before starting an RFP process, cities may talk with companies in the local area about their existing operations and capabilities to understand the approximate time frames needed to move through RFP, contracting, and service implementation. Cities can work backward from a projected service start date to when an RFP needs to be issued to meet the desired timeline. Procuring new vehicles is often the critical path for service implementation, and purchasing vehicles can take up to 18 months. If a service yard, transfer station, or other facilities are needed, that will also be a long lead-time item that needs to be factored into the schedule.

Providing ample time for RFP and contracting processes is important, considering that the city's human resources may be constrained, and transitioning service operations takes time. Some schedule slack is helpful since there may be unforeseen delays. Cities may consider extending existing contracts in the interim period. Developing and finalizing an RFP and contract could take a year and a half. Then, another one to two years to fully transition the current service to a new contract, potentially up to three years from start to finish. Some cities have accomplished this process on accelerated timelines, but it is best to allow sufficient time to complete it.

Figure 3 provides typical timeframes to complete each step of the RFP process, which can vary based on whether a city would expect to enter into a contract with an existing and/or new solid waste management company and based on the type of procurement process and contractual agreement a community chooses. There are two primary timeline factors. One is the size of the community and the number of vehicles that may need to be purchased. The more vehicles, the more time required for procurement. The second factor is the level of existing infrastructure in place. If any new or retrofitted vehicle facilities or disposal sites are needed, the timeline will correspond to those needs. In general, a procurement process may take between 6 and 18 months, as displayed in Figure 3.

Figure 3: RFP and Contract Timeline

2.5 Contract Length

A City should carefully consider the length of its solid waste management services contracts. Decisions on contract length can significantly affect how many proposals or bids may be submitted and how competitive they are. Several factors determine the optimal contract length, but the most critical factor is whether the company is starting a new operation requiring equipment and facility acquisition. If a private company starts a new operation, it will ideally seek to recover its capital costs over the contract's life. Consequently, aligning contract length to the useful life of capital assets can help cities and private companies achieve a lower price.

For example, an Automated Side Load (ASL) collection vehicle typically depreciates on a seven-year schedule. A contract may align a seven-year initial term with the depreciation schedule and allow for flexibility with multiple one-year or one three-year contract extension(s) for a maximum total of 10 years of contract length. Contract extensions are subject to approval by both parties. Cities should be aware that a vendor may decline contract extension and anticipate the potential need to go out to bid. There may be a tendency to prefer shorter-term contracts due to potential past negative experiences. However, pricing will be more competitive if the contract term is aligned with vehicle and equipment depreciation. A well-defined contract details all service expectations, including performance mechanisms to ensure satisfactory contractor performance and contract remedies, if necessary. A good contract provides performance mechanisms and remedy cures, such as a [letter of credit](#), [performance bond](#), or [liquidated damages](#), in addition to provisions that allow for contract termination if these remedies are unsuccessful. It is best practice to go out to the market every 10 years to test for competitive pricing and service and allow for any community changes that impact the contract and service provisions, such as population growth.

Contract Length

Aligning contract length to the useful life of capital assets can help cities and private companies reduce costs.

Ideally, contract length allows service providers adequate time for a return on investment but doesn't preclude market choice over time. Short-term contracts could be self-limiting to cities if they disincentivize service providers from making capital investments that improve service effectiveness and efficiency, such as facilities for truck staging and material transfer, if hauling long distances. The substantial effort required to conduct a procurement process is another argument for establishing generally longer contracts. The ideal contract length can vary depending on whether starting a new operation is involved.

FAQs

• **What about Contract Renewals?** If a contractual relationship works effectively for both parties, extending the contract via one or more renewal terms may be useful. While possible renewal terms need to be identified in the procurement process and final arrangements defined in the contract, they can effectively extend an agreement without completing another procurement process. It is recommended that a contract include a defined number of years for renewal and specify a limit on the number of renewal terms that may be allowed.

• **When is it good to reopen a contract or conduct a new procurement process?** Local programs may find that several conditions and circumstances require them to perform a new solid waste collections procurement process, including concerns about contract fairness or contractor performance, merger and acquisition activities affecting their vendor, or just a general need or desire to test the market's competitiveness. Local programs should consider this issue as they create bid or proposal documents and subsequent contracts, spelling out the conditions that would allow or lead to a new procurement process. Transparency is critical so private solid waste management companies know precisely what to expect as they develop proposals and enter into contracts. As local programs plan their procurement process, they also need to consider the content of their RFP documents and the eventual contract. This is where paying close attention to the essential elements of a good RFP and a contract comes into play.

2.6 Developing the Scope of Services

There are key items to include when developing the RFP scope of services. The RFP should clearly state the baseline services requested and any alternative service delivery options. The following guide will consist of the elements of the scope of services and will address these critical topics:

- Contract term
- Services descriptions
- Facilities locations
- Hours of operation
- Customer service responsibilities
- Program materials
- Personnel requirements
- Equipment requirements
- Public education and outreach responsibilities
- Performance standards
- Performance assurances
- Payment procedures

2.7 RFP and Contract Document Development

This section of the guidebook provides detailed information on each section of the RFP template provided in the appendix. For most sections, the guidebook discusses what the section is, why it's essential, and key decisions a city should be aware of. Some sections, such as standard legal terms, only provide a definition because no substantial choices need to be made. It is not necessary to use the provided RFP template, but these same topics should be addressed in any RFP used to solicit for solid waste services.

RFP 1.0 RFP Title Page

The RFP template includes a title page where the city can enter its logo, an RFP number, an RFP name, and the date and time when proposals are due in the highlighted spaces provided. The information entered on the title page automatically populates the document's headers, footers, and other places where it is referenced using "StyleRef" fields. Sometimes, it may be necessary to use Microsoft Word's "Update All Fields" command before changes on the title page are seen elsewhere in the document.

RFP 2.0 Introduction

What is it? The introduction to an RFP should provide an overview of the requested proposals, information on the draft agreement (contract) process, the contract term, and an overview of the procurement and implementation process.

Why is it important? It is vital to establish this baseline of information before proceeding with the RFP document.

Key Decisions. Specific key decisions are discussed in each subsection.

RFP 2.1 Overview

What is it? The overview section should list the requested collection services, describe them, communicate what the RFP is trying to achieve, and summarize the RFP. This section should state if the proposer would have the exclusive right to provide the service. In addition, the overview should describe any specific disposal arrangements the city is considering, such as using private or public disposal sites.

Why is it important? The overview section is an opportunity to communicate with local proposers about why the city is issuing an RFP and to get proposers interested in doing business with the local community. Communicating the big-picture overview of the requested collection services is essential.

Key Decisions. The city must decide what collection services are put out to bid, whether any specific disposal site options are under consideration, and whether the proposer would have the exclusive right to provide the RFP services.

RFP 2.2 Draft Agreement

What is it? The draft agreement section states that the draft contract in the RFP is intended to be the final contract terms. However, the terms may be negotiated in addition to the draft contract in the appendix.

Why is it important? It is essential to state that if there are no exceptions to the draft contract, the city may waive the right to negotiate and award the contract based on initial proposals. The initial proposal should contain the proposer's best terms to account for a potential contract award without term modifications.

Key Decisions. This is standard procurement language.

RFP 2.3 **Agreement Term**

What is it? The agreement term section states the initial term of the contract, the length of optional contract renewals, and the total length of the initial term and optional contract renewals. The section also states the notification period for optional renewal and that contract renewals are on the same terms and conditions as the original contract.

Why is it important? As discussed in Section 2.5, it is important to select a contract term long enough for proposers to depreciate purchased assets to receive the best pricing. On the other hand, the contract term should be short enough to provide some flexibility in transitioning to a new proposer in the event of performance issues or more competitive pricing. Cities will want to go out to bid at some frequency to maintain market competition and competitive pricing.

Key Decisions. The city will need to decide on the initial contract term and optional renewal terms.

Draft Agreement **Section 7.2**

RFP 2.4 **Overview of Stages of Procurement and Implementation**

What is it? The sections briefly describe the first stage of the RFP procurement process and the second stage, which involves service contract implementation.

Why is it important? Proposers must understand that stage one is a competitive process and must be prepared for stage two of implementation. Section 2.1 provides a more in-depth discussion of the city's role in the procurement and implementation stages.

Key Decisions. The city must decide on a reasonable timeline to complete the procurement and implementation stages documented in Section 2.4.

RFP 3.0 **Definitions**

What is it? This section provides definitions specific to the RFP document. The draft contract includes additional definitions regarding the contract and collection service. For example, the contract defines the specific recycling material in Program Recyclables.

Why is it important? It is important to define terms specifically for mutual understanding and clarity.

Key Decisions. The RFP definitions are standard procurement language. The contract includes over 100 definitions. The city must review the definitions to align with its community's attributes. For example, defining what the city considers single-family and multi-family properties is important. Duplexes and smaller multi-family properties in single-family areas may be considered residential services instead of commercial ones.

RFP 4.0 **Background**

What is it? The background section provides information on the city's planning characteristics, demographics, and existing collection services. If the city engages in public outreach and education, it should also provide an overview of those programs. If the city considers changes to its existing services

through the RFP process, the reader should be alerted to these potential changes in the background section and refer to the Scope of Services for additional details. For example, if a city plans to switch from manual to automated collection, it would provide current household counts, tons collected, and pricing for the current manual system in the background section. The city would note that the RFP requests proposals to transition to automated collection and reference the subsection of the Scope of Services where specifications for the proposed automated collection system are provided.

Why is it important? Providing detailed information about the existing system and future growth helps proposers prepare accurate and competitive proposals. Uncertainty about key information will generally result in higher prices as proposers will account for these risks in their financial proposals. The more information the proposers know, the more accurate the proposal will be regarding service delivery and pricing, making the RFP process more competitive.

Key Decisions. The primary purpose of the background section is to communicate existing information, which should be carefully verified. The city should also alert proposers in the background section of any proposed program changes discussed in other sections.

RFP 4.1 **Verification of Information**

What is it? This section provides a standard disclaimer that the information in the RFP is provided for information only and that the proposer is responsible for verifying all information used to prepare their proposals.

Why is it important? This language is included to prevent the proposer from attempting to make future claims for additional costs because some information provided in the RFP was found to be inaccurate.

Key Decisions. This is standard procurement language.

RFP 4.2 **City Information**

What is it? The city information section provides geographic information that references the city limits map exhibit, street map exhibit, and current collection route coverage mileage. The section also includes information regarding the city's population growth, city planning documents, and any relevant growth factors, such as highway extensions or significant property developments. The city should state whether it anticipates future population growth, highlighting that the proposer should submit a plan to accommodate such growth. Lastly, the section provides a table with the household counts by dwelling type.

Why is it important? The proposer must know the service boundaries, household unit counts, and other relevant data to estimate the work's costs. In addition, the proposers must understand the projected population growth so they may plan for that growth.

Key Decisions. The city must ensure that it has included all relevant information and state whether it is open to changing collection service days.

RFP 4.3 **Existing Residential Curbside Collection Services**

What is it? This section provides a table with the number of carts per household for trash and recycling services. In addition, the section offers a table with annual trash, recycling, yard waste, bulky, and household hazardous waste tonnage. If the city wants to offer alley service, it should provide a table with existing alley

service counts by collection day. The city can provide information on the number of tons per route delivered by day of the week, collection type (manual, semi-automated, or fully automated), and vehicle types (rear load or automated side load). If available, the city can provide information on the composition of the recycling stream, the percentage of recycling contamination, and the accepted trash and recyclable materials. Lastly, the city should give customers counts of any disabled carry-out service.

Why is it important? Proposers must understand the quantity of carts, households, and alternative service delivery units to price proposals accurately.

Key Decisions. The city needs to decide if there are any service changes and verify the accuracy of the existing service information.

RFP 4.4 Existing Commercial Collection Services

What is it? This commercial section is similar to the residential section and provides information on the service unit types, unit counts, and trash and recycling collection service pricing. The city may provide additional information on routes, tonnage, and recycling stream composition and contamination. The city should give specific details on the different types of commercial collection services—carts, front-load, and roll-off containers. The city may have a historic downtown district with unique street characteristics requiring specific service delivery formats and customers' sharing of collection containers. The city should explain the district's characteristics, required service delivery formats, and the proposer will need to divide billing between customers who share collection containers.

Why is it important? Proposers must understand the quantity of carts, households, and alternative service delivery units to price proposals accurately.

Key Decisions. The city needs to decide if there are any service changes and verify the accuracy of the existing service information.

RFP 4.5 City Facilities

What is it? The RFP should provide collection information if the city has facilities that need collection services. The city should list the specific city-owned properties, addresses, container types, and frequency for trash and recycling collection services.

Why is it important? To price proposals accurately, the proposers must understand the number of carts, households, and alternative service delivery units.

Key Decisions. The city needs to state the potential city facilities to be serviced so that the proposers can accurately price services.

RFP 4.6 City Events and Special Projects

What is it? The RFP should provide collection information if the city has events and services that require collection. The city may also conduct spring clean events or offer bulky waste drop-off that requires service, and it should provide monthly tonnage information for those events and services.

Why is it important? To price proposals accurately, the proposers must understand the number of carts, households, and alternative service delivery units.

Key Decisions. The city needs to state the potential events and special projects to be serviced so that the proposers can accurately price services.

RFP 5.0 General Conditions of the RFP Process and Terms of Contract

General Conditions of the RFP process and terms of contracts are important aspects of RFP and contract development and implementation. Many communities utilize standard terms and conditions and individual communities should consult with their legal and procurement departments to align with internal standards. This section will list recommended terms and conditions with definitions and general context. However, less information will be provided on why items are important or key decisions to be made, since many terms and conditions are standard across governmental RFPs and contracts. Still, these terms and conditions are important to include in RFPs and contracts for proposal and contract clarity and enforceability. The sample RFP and contract templates include Burns & McDonnell's recommended RFP and contract terms and conditions.

- **Proposal Submission** establishes the procedure for submitting proposals, including how to submit and the proposal format, per the RFP requirements and non-responsive RFP conditions.
- **Late Proposals** establishes that proposals received after the Proposal Submission deadline are deemed non-responsive.
- **Withdrawal of Proposals** explains that proposals may be withdrawn before the proposal due date. Otherwise, proposals cannot be withdrawn or canceled for a set period following the due date unless agreed upon in writing by the city and proposer.
- **Amendment of Proposals** provides instructions for amending proposals. Typically, proposals must be withdrawn and resubmitted with amendments before the RFP due date.
- **Proposal Irrevocability** states that proposals are irrevocable, remain in effect, and are open to acceptance for the entire RFP acceptance period unless withdrawn per withdrawal requirements.
- **Authorized Signatures** states that the proposal must be signed by an authorized partner or a duly authorized officer of the corporation. Alternatively, if an agent signs, a power of attorney or evidence of authority to act must be present to be a valid offer.
- **Proposer Costs** details the costs and expenses that are the responsibility of the Proposer's participation in the RFP, which typically includes any costs and expenses related to proposal preparation and submission.
- **Tax Exempt Status** explains that cities are exempt from federal excise and state sales taxes and that those taxes must be excluded from price proposals.
- **Proprietary Data** describes the procedures for a proposer to mark any proprietary data as a "trade secret" or "confidential" and that the city will protect proprietary data from public disclosure. Proprietary data explains the legal impacts of the Open Records Act and the Texas Public Information Act on proprietary data. The section states that pricing is not confidential information.
- **Waiver of Claims** states that submitting a proposal to the RFP waives any claims against the city and its representatives regarding the RFP process, proposal evaluation, and selection of qualified proposers.
- **Compliance with Federal, State, County, and Local Laws** states that proposals must comply with all current and amended federal, state, county, and local laws, including vehicle and equipment safety, emission, and noise control requirements.

- **Purchase Orders and Payment** provides information on the purchase order and payment procedures, including the payment terms. It also references the purchase orders and payment section of the contract agreement, which has more detailed information.
- **Performance Security** covers the cost associated with early contract termination. Burns & McDonnell recommends a letter of credit (preferred) or a performance bond (alternate). Performance assurances must be priced to cover all costs associated with early contract termination, including termination, re-procurement, and interim services costs.
- **The Agreement Incorporation states that any agreement developed in response** to the RFP may include the RFP, the proposal, and other terms and conditions as the parties may agree.
- **Cooperative Purchasing** explains that the proposer may agree to extend the RFP's resulting contract terms and goods and services to other governmental entities. Each governmental entity is responsible for ordering and paying for its goods and services if it contracts with the proposer.
- **Invoicing** details each contracted service type's invoicing timeline and invoice calculation procedures. Invoice calculation may vary between residential, commercial, and other types of services. The section states that the city will deduct franchise fees, disputed amounts, liquidated damages, and payments withheld from the invoice if applicable. Oftentimes, the City will invoice residents and have the contractor invoice commercial customers directly. The City typically has a residential invoicing system and may want to maintain direct contact with the resident for payment and service continuity. Given the variability in business turnover and service changes, the City may prefer the contractor to invoice commercial customers.
- **Venue** establishes the contract's laws and where judicial proceedings will be held.

Exclusive Franchise and Franchise Fee

Exclusive Franchise and Franchise Fee states if the city grants an exclusive right, privilege, and franchise to collect trash, recyclables, brush and bulky materials, HHW, and other materials. The section states the franchise fee percentage based on gross receipts, the services of which depend on whether the city chooses to include residential, commercial, or just one service type. The section also states that the city reserves the right to implement additional service types at a future date and may enter into agreements with other service providers.

- **Exclusive Franchise and Franchise Fee.** The City must decide whether to establish franchises and be clear about their inclusion or exclusion in pricing proposals. The city should be very clear about whether franchise fees are to be “baked” into the cost pricing or create a specific line item for franchise fees. A specific franchise fee line item may increase the transparency of how the franchise fee is accounted for in the pricing proposal.
- **Termination** explains that the RFP remains in effect until the contract agreement expires or is terminated for cause by the city by written notice to the contractor. The section references the contract section that contains the termination criteria information.
- **Change Orders** identify the contract's modification procedure, including notice and signature requirements.
- **Invalid, Illegal, or Unenforceable Provisions** states that if any provisions in the contract are deemed invalid, illegal, or unenforceable, those provisions do not affect any other contract provisions.

- **Injuries or Damages Resulting from Negligence** states that the contractor shall defend, indemnify, and save harmless the city from negligent acts by the contractor. It also states that the contractor shall pay any judgment with costs growing out of such injury or damages.
- **Conflict of Interest** explains that ethical behavior and compliance with the law are required, as well as the specific conflicts of interest that may arise. The section provides information on the state's conflict of interest laws and that a conflict of interest questionnaire must be completed as part of the RFP proposal. In addition, the section states that city officials shall not have an interest in the contract. If there is a conflict of interest, the interest must be disclosed and means of mitigation may be proposed. Individuals with conflicts of interest may be recused from the process. The city may waive a conflict of interest if it is satisfied that the conflict of interest is sufficiently mitigated.
- **Insurance Requirements** explain that the contractor shall be subject to the insurance requirements in the relevant contract section and that the city is named as additional insured by endorsement on general liability and business auto policies.
- **Force Majeure** identifies situations, such as Acts of God, in which the Contractor shall not be required to provide recycling services.
- **Anti-Boycotting and Anti-Discrimination** advises proposers of Texas law prohibiting government entities from contracting with companies that boycott or discriminate against Israel, firearm entities, or energy companies.
- **Certificate of Interested Parties (Form 1295)** advises proposers of Texas law, which states that governmental entities may not enter into certain contracts with business entities unless a disclosure of interested parties form is submitted. The section explains this law, the filing process, and where to access the form.

RFP 6.0 **RFP Process**

Explaining and documenting the RFP process and evaluation criteria is integral to the RFP document. A detailed process will allow proposers to understand how to engage with the RFP and submit responsive proposals. The evaluation criteria must be established so that proposers understand how to structure proposals and that the city can directly compare proposals like-for-like. It is crucial to be able to compare proposals directly to understand the services offered and the best value for the city. This section will provide additional information on the RFP process and evaluation criteria sections of the RFP template provided in the appendix. Cities should always check with their local procurement and legal departments for any required standard templates and terms and conditions.

RFP 6.1 **Schedule of Events**

What is it? The schedule of events establishes the submission deadlines and the general schedule of events in the RFP process. The schedule of events should include these key events:

- RFP release date
- Pre-proposal conference date
- Question Submission Deadline
- Deadline to issue addenda
- Proposal submission deadline
- Proposal opening date
- Interviews
- Negotiations

- Recommendation of award made to the city
- Service commencement date

Why is it important? Establishing the schedule of events for the city and proposers is important. The city needs ample time to conduct the RFP process concerning a desired service contract start date. For proposers, it is important to understand deadlines and other RFP events, such as an optional pre-proposal conference, to submit responsive proposals.

Key Decisions. The primary decision is for the city to decide on a desired contract start date. Then, the city can work backward from the start date to give sufficient time for RFP development, vendor proposal submissions, proposal evaluation, contract negotiations, and service transition and implementation. **Error! Reference source not found.** summarizes the timeline of events that can take up to 18 months, assuming no timeline impacts from operational considerations, such as procuring new vehicles or establishing new bases of operation.

RFP 6.2 **Optional Pre-Proposal Conference**

What is it? A pre-proposal conference provides the opportunity to explain the desired services to vendors and receive feedback on the scope of service. It is a meeting where proposers can orally ask questions and request clarifications on the RFP and RFP process.

Why is it important? It is important that proposers fully understand the RFP content and process to provide a responsive proposal. It should be noted in this section that oral responses from the city at this conference do not constitute a change to the RFP documents. A written addendum should be released to summarize the pre-proposal conference discussions.

Key Decisions. Once the pre-proposal conference is conducted, the city must decide what vendor feedback to incorporate and what clarifications to issue in addenda documents. It must also decide whether to conduct mandatory or voluntary pre-proposal conferences.

RFP 6.3 **RFP Documents and Document Distribution**

What is it? This section details the specific sections in the RFP documents and distribution mechanisms.

Why is it important? The section explains that the RFP documents should be read as a whole and that all documents should be available on the city's website. It also explains that the exhibits and addenda constitute integral parts of the RFP.

Key Decisions. This section provides straightforward documentation of the RFP documents and how they are distributed.

RFP 6.4 **Addenda to RFP Documents**

What is it? Addenda are official, written changes to the RFP documents.

Why is it important? Establishing that addenda is the only official means of changing RFP documents is important. No other written or oral statement made by city representatives or other persons amends the RFP documents. The addenda will become a part of the contract.

It is important to establish when the last addenda will be issued before the proposal submission deadline, typically 48 hours. In addition, this section should explain that addenda are posted on the city's website, only registered proposers will receive notification by email, and it is the proposer's responsibility to check for addenda. Proposers will be asked to sign a form acknowledging addenda when submitting the proposal.

Key Decisions. This is a standard section documenting the addenda process. The key decisions regarding addenda will be the content developed for any issued addenda.

RFP 6.5 **RFP Procedural and Content Clarifications**

This section explains the RFP procedural and content clarification process and reiterates that formal responses are issued via addenda published on the city's website. Contact information and procedures for submitting clarification requests to the Purchasing Manager are also provided.

RFP 6.6 **Proposer to Make Own Examination**

What is it? This section states that it is the proposer's responsibility and obligation to examine the entire RFP and seek clarification as needed.

Why is it important? It is important to state that the city makes clear to proposers that they are responsible for reading all of the RFP documents and seeking clarifications to understand how that information impacts proposal services and pricing. It is also critical to state that the proposers cannot make claims against the city's data, estimations, statements, and interpretation of the RFP.

Key Decisions. This section typically has standard procurement language.

RFP 6.7 **Errors and Omissions**

What is it? This section states that proposers cannot take advantage of any error, omission, ambiguity, or inconsistency in the RFP and should notify the city in writing of such issues.

Why is it important? This disclaimer is important so proposers do not intentionally or unintentionally take advantage of proposal errors and omissions. It is also essential to state that the city reserves the right to void the RFP and resolicit proposals.

Key Decisions. This section typically has standard procurement language.

RFP 6.8 **The City's Clarification and Verification of Proposals**

What is it? This section explains that the city may require the proposer to verify, clarify, or acknowledge the city's interpretation of a proposal or aspects of a proposal.

Why is it important? It is important to establish the expectation that proposers may need to clarify proposals and that the city will assume that any written information from the proposer will be considered part of the proposal.

Key Decisions. This section typically has standard procurement language.

RFP 6.9 Proposal Acceptance Period

What is it? This section states that if the city accepts proposals, they are considered valid and binding agreements. It also states that the city may extend the proposal acceptance period at any point in the RFP process.

Why is it important? Proposers must understand that RFP submissions are valid and binding offers of service levels, pricing, and the period during which proposals are accepted.

Key Decisions. The city needs to decide the length of the proposal acceptance period so that proposals may be accepted, often 180 days from the date of the RFP opening.

RFP 6.10 Communication Restrictions

What is it? This section states that proposers are prohibited from having verbal or written communication with the city's RFP participants and that contact may result in disqualification.

Why is it important? It is important to maintain a neutral process that evaluates proposals based on the best value for the city rather than any personal benefit. A process outside undue influence will result in better value for the city.

Key Decisions. This section typically has standard procurement language.

RFP 6.11 Exceptions to the RFP Documents

What is it? This section explains that proposers must disclose any exceptions to the RFP specifications through the Deviation and Compliance Form. Otherwise, if no exception is made, the city assumes the proposer will meet the RFP's specifications and requirements.

Why is it important? Proposers need to know that they can make exceptions and that it is their responsibility. The city and the proposer must be on the same page about the services offered, the service levels, and the pricing to meet the RFP specifications.

Key Decisions. This section typically has standard procurement language.

RFP 6.12 Proposer Interviews

What is it? This section states that the city may elect to interview proposers as part of the evaluation process.

Why is it important? Interviews may provide valuable insight into a proposer's proposal and service capabilities.

Key Decisions. The city must decide if interviews provide value in understanding the proposer's proposal and capabilities. It will also need to decide whether interviews are in-person or remote and how many to conduct.

RFP 6.13 Evaluation Criteria

What is it? This section explains the evaluation criteria for proposal acceptance. The section provides a summary table that explains the requirements, corresponding relevant proposal chapters, and the maximum points per criteria category. Evaluation criteria categories typically are the following:

- Minimum Requirements
 - The proposer must provide references that indicate they have provided similar services that meet or exceed the city's preferred minimum standards and references the RFP minimum standards section and proposal form. This is a pass/fail evaluation.
- Experience and Qualifications
 - This section references the RFP section that lists the relevant experience and qualifications a proposer should provide. High levels of experience, qualifications, and financial capacity are preferred. This section has 25 points.
- Proposed Approach
 - This section states that the proposed approach must demonstrate the ability to meet RFP requirements and references the corresponding RFP section. It also states that the proposers will be evaluated on their ability to transition service and manage service for the contract term. It overviews the operational considerations the city will consider in assessing this criteria. Lastly, the section states that any exceptions must be documented with the correct form and the proposers with the fewest exceptions are deemed more advantageous to the city. It also states that proposers may ask questions via the question process before communicating an exception.
- Financial Capacity
 - This section explains that the Proposer must demonstrate sufficient financial capacity to perform the proposed services.
- Financial Proposal
 - The Financial Proposal should include all costs necessary to meet the service requirements. The lowest annualized cost submitted on the proposal form will receive all 40 points in this category. All other proposers will receive a proportional share of points based on the proration of their cost to the lowest cost provided.

Why is it important? The city must establish the criteria and scoring matrix for proposals. This provides proposers with key information to understand how to structure proposals to offer the best value for the city. The evaluation criteria also create a framework for the city to analyze proposals like-for-like. The city needs to establish minimum requirements that solicit responses from qualified proposers who can deliver satisfactory service. On the other hand, the minimum requirements should not be overly rigorous to exclude all but the largest service providers.

Key Decisions. The city can decide how much weight to give to evaluation criteria with the points system. The city also wants to determine what criteria components are included in the evaluation framework based on what the city deems important aspects of service requirements and cost.

RFP 6.14 Evaluation of Committee and Advisors

What is it? This section states that the city has sole discretion in determining the evaluation committee's size, structure, and composition. It also explains that if a member cannot continue serving, their input will be ignored, and the process will continue unaffected. The city reserves the right to appoint a new member or not to a vacated position.

Why is it important? It is important to establish that the evaluation committee's size, structure, and composition are at the sole discretion of the city and that outside individuals and entities do not influence those decisions. It is also important to select an evaluation committee that is knowledgeable of the RFP process and scope of work and can provide meaningful input on the decision-making process.

Key Decisions. The city will need to decide who serves on the committee and evaluate the individual's abilities to actively participate and serve for the duration of the RFP process.

RFP 6.15 Steps in the Evaluation Process

What is it? This section provides step-by-step process documentation on how the evaluation committee will evaluate proposals. Typically, there are six steps in the evaluation process described below.

- Step 1 – Compliance of Proposals
 - After opening all proposals, the first step is determining whether a bid complies with the RFP terms and conditions and meets the minimum requirements. The section states that the city reserves the right to waive immaterial non-compliance. The section also states that the city may not automatically reject non-compliant responses and may request the proposer to remedy errors or omissions.
- Step 2 – Review and Scoring of the Technical Criteria
 - Next, the evaluation committee will evaluate and score the technical criteria of the proposal, including the minimum requirements, proposed approach, and experience and qualifications. Only proposals that are compliant with Step 1 move on to Step 2.
- Step 3 – Review and Scoring of Financial Proposal
 - Only proposals receiving 40 of the 60 available points from the Technical Criteria section move on to Step 3. Step 3 reviews and scores the pricing section of proposals. This section restates that the proposal with the lowest annualized cost will receive all available points, and other proposals will receive a proportional share.
- Step 4 – Short List
 - Then, the proposers with the highest scores are placed on a shortlist.
- Step 5 – Interviews and Best and Final Offers
 - If the city chooses, it can request interviews with shortlisted proposers. Proposers will be asked to submit Best and Final Offers (BAFOs) for the interview process. After the interviews and BAFOs reviews, the evaluation committee may adjust the scoring. The section states that the city may enter direct negotiations with the higher-ranking proposers and is not obligated to request BAFOs interviews.
- Step 6 – Competition Negotiation and Contract Award
 - The last step in the process is negotiation and contract award. The city may negotiate with the highest evaluated proposer or multiple highly ranked proposers simultaneously. Any verbal negotiations deemed agreeable to both parties must be submitted in writing and made part of

the resulting contract. The city may waive negotiations and award a contract based on the initial proposal. If negotiations with the highest evaluated proposer do not produce an agreement, the city reserves the right to negotiate with the second-highest-evaluated proposer. The city continues to reserve the right to reject all proposals and is under no obligation to award a contract. Lastly, the final selection decision is the responsibility of the city's elected body.

Why is it important? Documenting the agreement award process for procedural clarity and evaluation fairness is important. Additionally, it is important to document that the city reserves the right not to reject non-compliant proposals automatically and may request that proposers remedy any immaterial errors and omissions. The city also reserves the right to evaluate multiple combinations of proposed pricing to determine the best value for the city under alternative scenarios. For example, a city may award residential services to one and commercial services to another based on the best value to the city rather than summing the total financial proposal for both services. The city reserves the right to accept proposals without negotiation. Thus, proposers should offer BAFOs in the first instance.

Key Decisions. The city needs to decide on and document its RFP award process. During the process, the city must decide whether proposer interviews help make an award decision.

RFP 6.16 General Evaluation and Disqualification Provisions

What is it? This section documents the city's discretion in determining proposal compliance, evaluation scoring, and ranking. The section further describes aspects the city may consider in proposal evaluation, such as past poor performance of the proposer that the city has experienced and credible, publicly available information about the proposer.

It also describes the circumstances when the city may disqualify a proposer, including contravening the no-communication rules, complying with applicable laws, and supplying false or misleading information. The section includes a statement that the city may reject all bids/proposals. This option may be useful if an RFP's content or process is flawed. It is preferable to issue another RFP than use a flawed RFP and be tied to an inadequate contract or service provider.

The section also includes information on the dispute resolution process. Any unresolved disputes will first go to mediation, and if mediation is unsuccessful, the section will name the proper legal venue.

Why is it important? Documenting the city's sole discretion in evaluating proposals is important. Proposers should know the criteria for disqualification and the dispute resolution process. The city should confirm that there is nothing in the RFP and contract process and that the documents waive the city's governmental power and immunity.

Key Decisions. This section typically has standard procurement language. The city should confirm the proper legal venue.

RFP 7.0 Scope of Work

What is it? The scope of work section details the type of services to be provided, how the service provision will be provided, associated costs, and a plan to implement services.

Why is it important? It is critical to create a detailed scope of work that clearly defines what is expected of the proposer and the city.

Key Decisions. There are many key decisions to be made to create a detailed scope of work. The following subsections will go over the various key decisions.

RFP 7.1 **Cost Adjustments**

What is it? This section describes the terms and process for cost adjustments to service fees proposed in [Form 3](#). Often, the proposed price is effective for the first full fiscal year of the contract and then is subject to potential cost adjustments per the terms of this section. Typically, cost adjustments are allowed once a year. The proposed cost adjustment is received four months before the city's budget development cycle starts. Typically, the contract establishes a Consumer Price Index (CPI) benchmark for cost adjustments, sets maximum allowable cost adjustments, and the formula for cost adjustments based on the CPI changes. The industry best practice is to limit annual adjustments to 5 percent and allow for increases or decreases. No other adjustments are permitted.

Cost Adjustments

A cost adjustment mechanism allows for the proposer to cover cost increases over time. In addition, an agreed upon cost adjustment produces more competitive pricing rather than potential future cost increases being priced into the proposed cost. Often, the CPI Garbage and Trash Collection Index is used as the cost adjustment mechanism.

Why is it important? Establishing a cost adjustment process that recognizes that inflation occurs over time is important. If a contract does not allow for cost adjustments, proposers will most likely price in cost adjustments, resulting in higher costs to the city earlier in the contract term.

Key Decisions. The city must decide which CPI index to use and the maximum allowable increases. The industry best practice is to use the CPI Trash and Trash Collection Index for waste management collection services. Proposers may propose using the CPI-U: Water, Sewer, and Trash Collection Services since trash is in the name of the index. However, this index tends to rise faster than the trash and trash-specific index due to the inclusion of water and sewer. Another key decision is whether all costs are subject to adjustments. For example, capital costs, such as purchasing vehicles, are not subject to inflation once purchased. Excluding cost adjustments from capital costs may be appropriate if capital costs are specifically priced.

Draft Agreement Section 29.0 Cost Adjustment

RFP 7.2 **Recordkeeping and Reporting**

What is it? Recordkeeping is the systematic activity of documenting program-related records systematically. Reporting is distributing agreed-upon records to a distribution list. Table 2-4 summarizes the typical recordkeeping and reporting items.

Table 2-4: Recordkeeping and Reporting

Contractor Type	Data Type
Collection Contractor	<ul style="list-style-type: none"> • Improper set-outs • Participation and set-out rates • Customer complaints • Average route completion times by type
Processing Contractor	<ul style="list-style-type: none"> • Gross and net weight delivered to MRF by route <ul style="list-style-type: none"> • Results of the composition audit • Estimated tons by commodity • Commodity pricing • Estimated tons of residual/contamination <ul style="list-style-type: none"> • Rejected loads
Disposal Contractor	<ul style="list-style-type: none"> • Gross and net weights delivered to MRF by route <ul style="list-style-type: none"> • Rejected loads

Why is it important? Recording program information is important for program management, regulatory compliance, and stakeholder reporting. Report requirements should establish the information type, format, distribution lists, and frequency so the proposers have clear instructions on what to provide, when, and how.

Key Decisions. The city should decide what key information the proposer needs to track and report. The information should focus on performance management metrics and be a reasonably tailored request for the proposer's focus. Information formats, such as Excel spreadsheets, can help analyze data more readily. Distribution lists and frequency are also important decisions. Cities may request that proposers submit a sample report in the proposal. Cities must require recordkeeping and reporting to manage the program's operational and financial performance.

Draft Agreement Section 45.0 Recordkeeping, 46.0 Reporting

RFP 7.3 Contingency Plan

What is it? The contingency plan section states that the proposers must show detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted service(s) during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair proposer's ability to provide service(s).

Why is it important? Proposers need a plan to provide uninterrupted services for an essential public good that protects public health, safety, and general welfare.

Key Decisions. The proposers need backup plans for equipment downtime and labor staffing issues. The proposers should have established the ability to send materials to backup waste processing facilities if a primary facility is unavailable. Similarly, proposers should have established relationships to process any potentially hazardous materials that may be discovered. The proposers should also have a plan for what to do if there is a waste spill during the collection or transportation of materials. The contract will state what waste spill plans are needed for the contractor.

Draft Agreement Section 32.1 Contingency Plan

RFP 7.4 Transition Plan

What is it? This section states that proposers must provide smooth transitions between services at the beginning and end of the contracts.

Why is it important? Proposers must understand and plan for smooth transitions at the start and end of a contract to ensure continuous service provision to protect the public's health, safety, and general welfare. In addition, a transition plan will assist in minimizing customer disruptions and confusion. The final transition plan submittal becomes a part of the contract.

Key Decisions. The transition plan's key decisions include changes in service delivery, changes in collection days, and changes in carts. The proposers may propose changes in service delivery formats, or services may be added or subtracted. The proposers may suggest different service days than those currently offered. The city must decide if those changes are acceptable and make a plan to communicate any changes to residents. The city may require the proposer to assist in publicizing the transition and plan. If the city is changing between vendors and the vendors own the carts, then a plan will need to be in place to retrieve and distribute carts. If the city owns the carts, no cart transition is impacted. Data transfer requirements from the existing to future proposer should also be included in this section. In particular, planning for non-residential customer and client information data transfer requirements is an important consideration.

Draft Agreement Section 32.2 Transition Plan

RFP 7.5 City's Responsibilities

What is it? This section describes a city's responsibilities in fulfilling its obligations to manage the contract. Specific responsibilities include cooperating with the proposer to resolve any customer service issues, providing the proposer with the information needed to perform the service, and detailing how payments for service will be provided, as well as what services the proposer is expected to invoice and which the city will invoice. It is important to note that many cities bill utility bills in arrears, resulting in a lag between service provision and bill collections. Detailing how this is dealt with between the proposer and the city is important to prevent disputes over payment timing and amounts.

Why is it important? A city must work collaboratively with a proposer to ensure adequate service delivery and minimize unnecessary proposer effort that adds additional cost to the public.

Key Decisions. This is standard procurement language. The city should review the section for applicability to its city. For example, the section states that the city will manage a call center for customer complaints, and a city may or may not have a call center.

RFP 7.6 Inspection Rights

What is it? Inspection rights allow the city to access the proposer's facilities and equipment within a specific time period of notification. The section states that the proposer shall make facilities and equipment available for inspection.

Why is it important? The city must be available to physically inspect the proposer's operations to ensure regulatory compliance and management best practices. The city should work cooperatively with the proposer in the event of facility and equipment inspection.

Key Decisions. The city should decide the timeframe for notification and inspection. Typically, notification for inspection occurs within twenty-four hours.

Draft Agreement Section 35.0 City's Rights to Inspect Facilities and Equipment

RFP 7.7 Days and Hours of Operation

What is it? This section states the days and hours of operation for service delivery. Often, collection services occur between 7:00 AM and 7:00 PM Monday through Friday, with Saturday collection only as required to make up for collection days missed due to holidays. The section will also state that operating outside of regular approved collection hours is subject to Liquidated Damages.

Why is it important? The contract needs to establish when services will be performed so that the proposer can operate at the appropriate time. Solid waste collection is noisy, and collection hours should be aligned with regular non-sleeping schedules. In addition, it is best practice for operations to occur during set time periods rather than whenever convenient for the proposer.

Key Decisions. The city should decide on the preferred days and hours of operation and the makeup collection time frames. The city will need to consider if residential service occurs twice a weekly, weekly, every other week, or some other frequency and how service frequency impacts cost. For commercial services, the city should consider hours of operation and noise in relation to service locations in proximity to residential areas.

Draft Agreement Section 13.0 Hours of Operation

RFP 7.8 Holidays

What is it? This section states the specific holidays for which the contract is not obligated to provide service and how service missed due to holidays will occur.

Why is it important? The proposer must know which holidays to observe and how to adjust for those missed collections for both residential and non-residential customers.

Key Decisions. The city should decide which specific holidays to observe. Often, the section will state that the proposer may perform service on the holidays at its discretion, except for Thanksgiving and Christmas Day. Typically, the city will slide service to the following Saturday, but may consider other options.

Draft Agreement Section 12.4 Holidays

RFP 7.9 Personnel Standards

What is it? The personnel standards section states that proposer personnel must ensure that employees are qualified, trained, licensed, and equipped to perform their duties safely, respectfully, competently, and courteously in compliance with applicable laws and regulations. The section references the corresponding section of the proposal where the proposer describes their approach to personnel standards.

Why is it important? The proposer must employ staff who can perform services safely and competently to assist in service delivery continuity. For example, most collection vehicles require a Class B Commercial Driver's License to operate the equipment.

Key Decisions. The city should determine if the proposal adequately addresses personnel standards.

Draft Agreement Section 30.2 Personnel Standards

RFP 7.10 Nuisance Control

What is it? The nuisance control section states that the contract includes standards that the proposer provides services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances.

Why is it important? Solid waste can create nuisances, so proposers must have a plan to mitigate against them. This section may also require a proposer to notify the city of customers that have inadequate collection services leading to overflow and unsanitary conditions at the collection site.

Key Decisions. The city should determine if the proposal adequately addresses nuisance control. The contract will state what nuisance control plans the proposer needs.

Draft Agreement Section 34.0 Nuisance Control

RFP 7.11 Property Damage

What is it? This section states that the proposer will take necessary precautions to protect public and private property during the performance of the services, promptly notify the city if property damage occurs, and fully restore the property to its original condition at no cost to the property owner in a timely manner, specified as 7 days.

Why is it important? The proposer must understand this obligation.

Key Decisions. This is standard procurement language.

Draft Agreement Section 33.0 Damage to Property

RFP 7.12 Liquidated Damages

What is it? This section states that if the proposer does not perform service in a timely manner or under the terms of the contract, the city may apply the liquidated damages described in the corresponding contract section.

Why is it important? The city needs an accountability mechanism if the proposer does not adequately perform services.

Key Decisions. This is standard procurement language.

Draft Agreement Section 38.0 Liquidated Damages

RFP 7.13 Customer Service and Communication

What is it? This section states the key customer service requirements, including who has primary customer service responsibility (the city or a proposer), meeting with the city regularly, responding to customer complaints within specified timeframes, and electronically tracking customer complaints and resolutions.

Why is it important? The proposer must work cooperatively with the city to ensure high customer service.

Key Decisions. The city should establish a timeframe for customer complaint resolution and determine what information to log into the customer service tracker.

Draft Agreement Section 31.0 Customer Service

RFP 7.14 Residential Trash Collection Service

What is it? This section includes residential trash collection service details such as:

- Collection frequency: At minimum, once weekly, as mandated by state law and industry best practice. Some cities choose to provide trash collection twice weekly.
- Collection method. Fully automated collection in carts is an industry best practice for safety and efficiency. Some cities choose to allow items outside the cart, which requires personnel to exit the vehicle to manually load materials, reducing efficiency and safety and increasing cost. Details regarding how proposer will be notified about new accounts and cart delivery and repair expectations should also be included.
- Any city-approved alternative collection locations, such as alleys and modified collection locations for disabled residents, at no additional cost to the City.
- Basic service cart deployment, typically one cart per residential service unit, and additional fees for additional carts.
- Disposal options. If there are different landfill locations, the proposer may dispose of trash at a private landfill and price the service with those disposal costs. Or, if there is a publicly owned landfill, the city may pay the landfill disposal fees directly if there is preferred pricing for governmental entities.
- Bulk and yard waste are detailed in the following sections as separate lines of service, but may sometimes be collected as residential trash depending on whether community decides to collect the material separately or together.

Why is it important? It is important to fully detail the service specifications so that the proposer understands the service requirements and prices it accordingly.

Key Decisions. The city will need to decide on each of the specifications.

Draft Agreement Section 8.1.1 Residential Trash Collection Services Scope

RFP 7.15 Residential Recycling Collection Services

What is it? This section includes residential recycling collection service details such as:

- Collection frequency. Recycling can be done once per week or every other week. Proposers can be asked to price both options. Residents prefer recycling collection to occur on the same collection day as trash, but cities can consider collecting these materials on different days as a potential cost-saving option.
- Collection method. Fully automated collection in carts is preferred for recycling since recyclable materials fit easily in a cart, leaving no reason to use manual collection
- Any city-approved alternative collection locations, such as alleys and modified collection locations for disabled residents, at no additional cost to the City.
- Requirement to collect program recyclable materials.

- Basic service cart deployment, typically one cart per residential service unit, and additional fees for additional carts.
- A statement that recycling collection pricing includes the cost of collection, haul, and processing at the proposer's recyclable material facility.

Why is it important? Recyclable processing must be priced into the contract cost.

Key Decisions. The city must decide whether to collect recycling once a week or every other week. Generally, every other week provides sufficient service levels, allows fuller collection containers, reduces truck traffic, and lowers collection costs.

Table 2-5 summarizes the differences between every-other-week and once-a-week recycling collection.

Key Decisions

Recycling collection typically occurs weekly or every other week. Weekly service may increase set-out rates with residents setting out trash and recycling at the same time. Every other week service decreases service costs by increasing the amount of recycling set-out per cart and reducing route frequency.

Table 2-5: Residential Recycling Collection Frequency

Every Other Week	Once a Week
<ul style="list-style-type: none"> • Less expensive • Requires 60-90 gallon rolling carts for storage of materials and ease of use • Some cities have replaced once-per-week recycling with every-other-week recycling 	<ul style="list-style-type: none"> • More trucks traveling across City and in neighborhoods; increased vehicle emissions; negative impact on roads

Draft Agreement Section 8.1.2 Residential Recycling Collection Services

RFP 7.16 Yard Waste Collection Services

What is it? This section includes residential yard waste collection service details such as:

- Collection frequency. Once per week, every other week, or seasonal, usually on the same collection day as trash and recycling. Cities can offer collection on a fixed schedule by zone, by appointment, or on a fixed schedule by zone, with residents required to schedule an appointment. Proposers can be asked to price multiple service options. A by-appointment service program may be most cost effective by directing collection only to locations with known materials to be collected instead of all residential streets.
- Collection method. Branches up to six inches in diameter are typically required to be cut into lengths not exceeding four feet and tied in bundles not exceeding 50 pounds using biodegradable twine and with small loose materials such as leaves and trimmings in kraft paper bags. There is usually a program quantity limit per collection, typically 10 bags or bundles, or 2 cubic yards. Where available by the proposer, a boom truck collects unbundled materials and may increase the minimum collection volume. This is typically a more efficient method for brush collection.

- Yard waste collection is typically not permitted in alleys due to space constraints. All yard waste will be collected curbside in front of a residence.
- Christmas tree service delivery requirements. Typically, the proposer must collect Christmas trees at no additional cost to the city, deliver the trees to a compost processing facility, and collect the trees within one month after Christmas Day. The section describes the collection requirements: no artificial trees, bagged trees, or trees with ornaments, lights, or flocking. Residents are not required to cut and bundle trees as normal yard waste collection requires. The city may consider a drop-off location, which may reduce costs.
- Disposal options if there are different processing locations. The proposer may dispose of yard waste at a private composting facility and price the service with those disposal costs. Or, if there is a publicly owned composting facility, the city may pay the compost processing fees directly if there is preferred pricing for governmental entities.

Why is it important? Yard waste composting can reduce landfilling, which reduces methane emissions and prolongs landfill life. However, yard waste collection and composting operations have special requirements that must be priced into the contract. The contract must state that the Christmas tree specifications are a unique waste stream that requires special attention.

Key Decisions. The city must decide on the collection frequency and whether to provide collection containers or collect yard waste in bundles and compostable bags. In addition, the city will need to determine whether composting yard waste is viable and whether landfilling yard waste is acceptable. Table 2-6 describes the pros and cons of different collection frequencies.

Table 2-6: Yard Trimmings Collection Frequency

	Seasonal	Every Other Week	Weekly	On-call
Description	Collection is provided only during certain times of the year when material is generated.	Collection is provided every other week.	Collection is provided weekly (same as trash schedule).	Collection is provided when a customer requests.
Pros	<ul style="list-style-type: none"> • Focuses resources on the heaviest seasons • Greater collection efficiency when operating 	<ul style="list-style-type: none"> • Convenient for residents • Lower operating cost than weekly 	<ul style="list-style-type: none"> • Convenient for residents 	<ul style="list-style-type: none"> • Convenient for residents • Lower operating cost
Cons	<ul style="list-style-type: none"> • Residents may generate material out of season • Higher need for resident education 	<ul style="list-style-type: none"> • Higher operating cost • Potential for low route density 	<ul style="list-style-type: none"> • Highest operating cost • Potential for low route density 	<ul style="list-style-type: none"> • Potential for low route density

Draft Agreement Section 8.1.3 Residential Yard Waste Collection Services

RFP 7.17 Brush and Bulky Waste Collection Services

What is it? This section includes residential brush and bulky waste collection service details such as:

- Collection frequency. Once per week, every other week, monthly, or seasonal, usually on the same collection day as trash and recycling. Cities can offer collection on a fixed schedule by zone, by

appointment, or on a fixed schedule by zone, with residents required to schedule an appointment. Proposers can be asked to price multiple service options.

- Collection method. Large items that cannot fit into carts, such as furniture, mattresses, appliances, or brush, may be set out for collection in neat piles near the curb that do not obstruct streets or walkways. Brush set-out instructions will typically include the maximum length of the brush and that the brush must be bundled together. The setout limit for brush and bulky waste is typically two to four cubic yards.
- Brush and bulky waste collection is typically not permitted in alleys due to space constraints. All brush and bulky waste will be collected curbside in front of a residence.
- Disposal options. If there are different landfill locations, the proposer may dispose of brush and bulky waste at a private landfill and price the service with those disposal costs. Or, if there is a publicly owned landfill, the city may pay the landfill disposal fees directly if there is preferred pricing for governmental entities.

Why is it important? It is important to have a specific brush and bulky waste collection so that material that does not fit in the collection carts is removed from residences.

Key Decisions. The city must decide the acceptable setout quantity and the desired collection frequency. Brush and bulky waste may be collected recurringly or by appointment at residences. The city may also create a drop-off location or a combination of options. The city's decision on the best fit for frequency and location will depend on the service cost and the city's ability to provide a drop-off location.

Draft Agreement Section 8.1.4 Residential Brush and Bulky Waste Collection Services

RFP 7.18 Additional Brush and Bulky Waste Collection Services

What is it? This section describes the service specifications and procedures to be followed if residents have brush and bulky waste exceeding the program's quantity limits and need to remove the material for an additional fee.

Why is it important? Residents may need additional brush and bulky waste collection services to remove excess waste from their residences.

Key Decisions. This section is only included if the proposer is granted the exclusive right to perform this service. If the proposer is required to compete with other service providers, this section should be deleted.

Draft Agreement Section 8.1.5 Additional Residential Brush and Bulky Waste Collection Services

RFP 7.19 Household Hazardous Waste Collection Services

What is it? This section describes the service specifications for at-your-door household hazardous waste collection, such as the requirement to collect all materials defined as Program Household Hazardous Waste in the contract, any proposed additional materials, and disposal at a household hazardous waste processing facility. Proposers may propose regularly scheduled or call-in collection services.

Why is it important? Household hazardous waste may contaminate the environment if disposed of in regular trash, recycling, or yard waste collection services or illegally dumped in the environment. In addition, it may contaminate entire vehicle loads of material requiring disposal at a household hazardous waste processing facility, increasing disposal costs.

Key Decisions. The city must decide whether to offer this service, the collection frequency, and whether the collection is offered curbside or drop-off.

Draft Agreement Section 8.1.6 Household Hazardous Waste Collection Services

RFP 7.20 Commercial Collection Service

What is it? This section describes specifications for commercial collection, including:

- Referencing the defined service area.
- The property types considered commercial, often multi-family complexes, business, industrial, institutional properties, construction or demolition projects, or private individuals renting roll-off bins at their residences.
- Stating that trash and recycling services will be offered in carts, compacted or uncompacted front-load and roll-off containers.
- Service frequencies are to be mutually agreed upon by the commercial customer and proposer, but may follow a rate schedule identified in the RFP.
- Whether commercial collection is an exclusive franchise, non-exclusive franchise, or an open market.

Why is it important? The city must establish commercial collection specifications, which may allow it to leverage economies of scale for preferred pricing and minimize collection vehicle traffic.

Key Decisions. The city must decide whether to offer commercial collection services, create an open market for commercial properties to procure services on their own, or take a hybrid approach where commercial properties can choose between the city's negotiated service or an open-market service provider. The city must also decide whether to mandate recycling services for commercial properties.

Draft Agreement Section 9.0 Commercial Collection Services

RFP 7.21 Cart Purchase Service

What is it? The cart purchase section describes the options for cart purchases, ownership, and maintenance. In general, there are three options for cart ownership:

- **Option 1:** City purchases and manages carts.
 - The city needs personnel and staff
 - Gives the city complete control over carts
- **Option 2:** Proposer purchases and manages carts owned by the city. The city retains possession of the carts at the end of the contract.
 - The city does not have to make a capital outlay
 - Smooth transition at the end of the contract (no removal of carts)
 - The city benefits from the entire useful life of each cart.
- **Option 3:** City purchases and the proposer manages carts.
 - The city does not need personnel and staff
 - The proposer has a vested interest in the condition of the carts

Cart Purchase Service

Cart purchase options are an important consideration for cities. The city should consider the pros and cons of each option and select the one that is best suited for its situation. It is best practice to purchase a 10 percent backup reserve of carts for replacement and maintenance needs.

- **Option 4:** Proposer purchases and the proposer manages carts.
 - The city does not need personnel and staff
 - The proposer removes cart at end of contract

In addition, the section states that the city will determine the cart's appearance and communicate those requirements to the proposer. Also, the proposer must maintain computer software to manage recordkeeping and reporting cart management requirements.

Why is it important? The cart purchase decision impacts the solid waste collection procurement process. It may influence the level of effort required from the city to manage carts, which are part of how customers view the collection program's performance.

Key Decisions. The city must decide which option is the best fit for its community. Option 3 may achieve the best result for all parties in some cases, as the proposer is vested in maintaining the carts. If the contract changes between vendors, there is no need to swap carts, creating a smoother service transition. Also, the city must calculate the quantity of carts needed, including maintaining a stock of 10 percent backup carts. The city can request pricing for multiple options. If the city wants to consider purchasing the carts as an option, then the city must indicate in the places shown in the Draft Agreement that prices for cart-based collection services **do not include the cost of contractor cart purchase**, which is priced separately on **Form 3H**.

Draft Agreement Section 22.0 Carts

RFP 7.22 City Facilities

What is it? City Facilities include offices, facilities, parks and other city-owned properties that require ongoing servicing. This section outlines the service specifications for servicing City Facilities.

Why is it important? The city needs to list the specific locations requiring service so that the proposers understand the service requirements.

Key Decisions. The city should decide whether to offer trash, recycling, or both at each facility and the required container sizes and collection frequencies. The city must also determine whether the cost of servicing city facilities will be blended into the contract rates for other services at no additional cost to the city or if the proposer will invoice the city for servicing these facilities at the contract rates.

Draft Agreement Section 10.0 City Facilities

RFP 7.23 City Events and Projects

What is it? The city may hold events or special projects that require solid waste collection services on a one-time basis, such as a storm debris or litter clean-up, spring clean event, brush and bulky waste drop-off collection, and additional city projects and events.

Why is it important? The services required for one-time events differ fundamentally from ongoing services at the City Facilities. The City needs the ability to order appropriate equipment for each event on a case-by-case basis.

Key Decisions. Cities often ask that a fixed level of service for City Events and Special Projects be included in the base rates for other services at no additional cost to the city. For example, a city may request up to 15

Roll-Off Containers per year at no additional cost to the city. Such requests should be appropriate for the city's size so that they are not excessively burdensome for the proposer. The city may also request rental rates through the RFP process.

Draft Agreement Section 11.0 City Events and Special Projects

RFP 7.24 Collection Location

What is it? This section provides an overview of the collection location of all collection services, including:

- **Residential Collection Services.** This service location is often designated at the resident's curb, except for locations with city-approved modified collection locations for disabled residents or city-approved alley service units.
- **Commercial Collection Services.** This service location is typically at a location agreed upon by the proposer and the commercial customer.
- **City Services.** This collection service is located at the locations listed in the city facilities list section, city event locations, and other locations at the city's discretion.

Why is it important? Clearly defining collection locations for contract and service delivery clarity is important.

Key Decisions. The city will need to decide on where collection services are located.

RFP 7.25 Waste Disposal Sites

What is it? The waste disposal site section summarizes any trash disposal site location options and states that the proposer must utilize sites in compliance with all applicable federal, state, and local laws. The section also states that the proposer shall maintain adequate capacity to receive all trash and bulky waste collection under the contract.

Why is it important? The proposer needs to understand any disposal options for accurate pricing. In addition, the proposer needs to know that all sites comply with regulations and maintain sufficient disposal capacity.

Key Decisions. Disposal sites may be provided by the proposer or by the city. If the city wants to consider the option of providing its own disposal site (including a private disposal site that the City procures through a separate contract), then the City must indicate the locations shown in [Form 3A](#), [Form 3D](#), [Form 3F](#), and [Form 3I](#) that collection costs **do not include disposal**. If the City is not providing a disposal site, then disposal costs should be included. If both options are being considered, the proposer should provide separate prices for collection and disposal.

If there are disposal site options, the city must decide which is the best option from pricing, service delivery, and site capacity perspectives.

RFP 7.26 Yard Waste Processing Facility

What is it? The yard waste processing facility section summarizes any options for yard waste processing facilities. The city may ask for pricing for a municipal or private sector facility. The section states that the proposer will create a mulch or compost product from yard waste.

Why is it important? If yard waste is selected, the city should state that it must be used to create a mulch or compost product. However, there may not be viable mulching or composting options, and the city should allow for a landfill disposal option for that potentiality, subject to city notification and approval.

Key Decisions. If there is a preference between mulching or composting yard waste, the city should identify that preference. Yard waste processing may be provided by the proposer or by the city. If the city wants to consider providing its own yard waste processing (including a private processing site that the City procures through a separate contract), then the City must indicate in the locations shown on **Form 3C** that collection costs **do not include processing**. If the City is not providing a processing site, then processing costs should be included. If both options are being considered, the proposer should provide separate prices for collection and processing.

If there are yard waste processing facility options, the city must decide which is the best option from pricing, service delivery, landfill diversion, and site capacity perspectives.

Draft Agreement Section 16.0 Yard Waste Processing Services

RFP 7.27 Recyclable Material Facility

What is it? The recyclable material facility section states more requirements than the other delivery facility section due to the additional complexity of recycling programs. The section states that the recycling material facility processing requirements include the following:

- Responsibility for processing all materials identified as program recyclable materials
- Sufficient capacity to receive and process all collected materials
- The proposer may build a new processing facility or use an existing facility
- Compliance with all applicable laws and regulations
- Use of processing equipment capable of meeting the product specifications of secondary materials buyers, including, but not limited to, product form, size, weight, density, and degree of contamination
- Use of processing equipment capable of processing ninety-five percent by weight of program recyclable Materials into recovered materials
- Marketing of one hundred percent of the recovered materials to secondary recycling markets
- Strict prohibition of the disposal of recyclable materials or recovered materials
- Providing information to the city to identify where the program's recyclable materials are marketed, including the location of such markets and whether markets are domestic or international
- The proposer is responsible for the disposal of all residual materials

Why is it important? With public scrutiny of recycling programs and more operational complexity than disposal, it is important to establish recycling material facility requirements. Identified processing specifications allow the proposer and the city to mutually agree on managing processing performance.

Key Decisions. The city must decide the degree of involvement in monitoring the recycling program's performance. Larger cities may benefit from requesting a share of revenue from the Program Recyclable Materials delivered to the facility. Revenue-sharing agreements further increase the contract's complexity and are beyond this guide's scope. The RRP and Agreement Templates assume that processing services will be provided at a facility provided by the proposer and are included in the unit price for collection.

*Draft Agreement Section 15.0 Recyclable Material Processing Services***RFP 7.28 Transfer Stations**

What is it? A transfer station is a facility that accepts material loads to be aggregated into heavy truckloads for delivery at the final disposal site. Transfer stations can be helpful when disposal facility locations are distant from the collection point. This section states that the proposer must identify a transfer station and include transfer station costs in the unit prices if it intends to use one.

Why is it important? The city needs to know if there are changes to unit prices due to using a transfer station. A transfer station may increase or decrease costs depending on the transfer station processing costs and the distance to disposal sites.

Key Decisions. If a proposer intends to use a transfer station, the city must choose the best option from pricing, service delivery, and site capacity perspectives.

RFP 7.29 Household Hazardous Waste Processing Facility

What is it? This section requires the Proposer to identify where household hazardous waste collected through the program will be managed and provide reasonable access to inspect the facility upon request. The proposer cannot change the Household Hazardous Waste Processing Facility without the city's approval, which will not be unreasonably denied.

Why is it important? Household hazardous waste collected through a city program must be appropriately managed to protect the environment and ensure legal compliance. This section of the RFP gives the city the information and access needed to perform due diligence monitoring of the proposer's management of program HHW materials.

Key Decisions. Based on its due diligence efforts, the City must assess if program HHW materials will be managed responsibly at the proposed location.

*Draft Agreement Section 18.0 Household Hazardous Waste Processing Services***RFP 7.30 Commingling of Materials**

What is it? This section explains that the proposer may combine this contract's materials with materials collected from other sources for trash, brush and bulky waste, and yard waste. However, the section states that a material commingle cannot occur if the other entity contracts with the city for disposal.

Why is it important? Allowing commingling of materials may result in lower costs due to increased route density and load size. If commingled materials are processed in a city-owned facility, the city may consider not allowing commingling since it may not know if the other entity accounts for the processing cost. The city may incur a cost without recouping the expense from the other party.

Key Decisions. The city will want the proposer to identify if commingled materials are processed via city-owned disposal processing services. This RFP and contract guidebook is structured to allow commingling of materials. The pricing is on a per-unit basis rather than adding a per-ton fee based on material delivery to a disposal facility. If the city wants or needs to disallow the commingling of materials, it is recommended that procurement consultants revise the RFP and contract.

RFP 7.31 **Unaccepted Set-Outs**

What is it? The unaccepted set-outs section states the procedure to be followed in the event of an unaccepted set-out:

- Take a photograph of the entire set-out;
- Collect any portion that is correctly set out and can be easily separated;
- Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out; and
- Record the location address.

Why is it important? Residents must follow set-out procedures for efficient and cost-effective service delivery. Not following set-out procedures can result in waste accumulation that may be hazardous to workers, slow operations, and create nuisances.

Key Decisions. The city will need to decide on set-out procedures and limits. The city may require the proposer to communicate these procedures to customers.

[Reference: [Section 22 \(Unaccepted Set-Outs\)](#) of the Agreement]

RFP 7.32 **Carts and Containers**

What is it? This section states that the proposer will be responsible for providing a secure area for cart storage within the city. The section also states that the proposer will deliver carts within two business days of receiving a customer request for repair or replacement. The proposer will also provide the same level of service for front-load containers, roll-off containers, and compactors for commercial customers. All cart and container services described in this section are at the proposer's sole expense.

Why is it important? Establishing expectations for cart and container appearance, maintenance, repair, replacement, and storage is important. The section also notes that commercial customers can own their containers or compactors.

Key Decisions. The city must decide on the cart purchase options described in Section RFP 7.21. The purchase option decision will determine whether the proposer is responsible for these services or if the city must perform them.

[Reference: [Section 20 \(Carts\)](#) and [Section 21 \(Other Collection Equipment\)](#) of the Agreement]

RFP 7.33 **Missed Collection**

What is it? A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the contract and was not collected by the proposer. The section describes the steps to investigate and remedy the complaint.

The proposer should investigate using the vehicle's onboard cameras to verify the complaint. If the proposer cannot verify that the material was not set out or that the unaccepted set-out notice was delivered, then the proposer is subject to liquidated damages.

If the missed collection is confirmed, the section outlines the timeframe expectations for the proposer to collect the material.

Why is it important? Establishing expectations on how missed collections are validated and the appropriate response and accountability mechanisms is important.

Key Decisions. The city will need to decide the monetary amount of liquidated damages incurred by the proposer due to the inability to verify a missed collection or unacceptable set-out. The city will also need to decide a time frame for the proposer to collect a missed collection, usually the same day if the notification is received before 1:00 PM and the next day before 5:00 PM if the proposer is notified after 1:00 PM.

[Reference: [Section 23 \(Missed Collection\)](#) of the Agreement]

RFP 7.34 [Storm and Disaster Debris Management](#)

What is it? This section states that in the event of an emergency declaration, the proposer will not be responsible for collecting debris generated from or because of such emergency. However, the proposer will still be responsible for providing regular collection services during that time. The city may contract with the proposer for additional services due to the emergency.

Why is it important? An emergency declaration does not automatically invoke Force Majeure terms, as defined in Section 39 of the contract.

Key Decisions. This is standard procurement language.

[Reference: [Section 18 \(Storm and Disaster Debris Management\)](#) of the Agreement]

RFP 7.35 [Education and Outreach](#)

What is it? This section describes the proposer's education and outreach responsibilities, such as:

- Providing information to support messages
- Developing and printing public education materials
- Developing and maintaining copies of unaccepted set-out notices
- Providing information regarding recyclable materials
- Allowing for educational tours of the recycling facility
- Supporting public activities by sending collection trucks for demonstration

Why is it important? It is important to communicate program information and updates to customers. Engaging the public in education and outreach efforts that promote proper set-outs and recycling is also important.

Key Decisions. The city should determine specific education and outreach requirements to include in the contract for the proposer's clarity. The city should also maintain the right to review and approve materials, which may require a funding mechanism from the proposer and/or the city.

[Reference: [Section 24 \(Public Education Notices\)](#) of the Agreement]

RFP 7.36 [Vehicle and Equipment Standards](#)

What is it? This section states that the proposer must have sufficient collection vehicles to provide efficient services and must meet the requirements in Section 19 of the contract.

Why is it important? It is important that the proposer has adequate collection vehicles to perform services and that the vehicles meet the city's expectations.

Key Decisions. The city should decide if it requires a maximum age of the fleet, often three years, at the start of the contract and an average fleet age during the duration of the agreement, typically seven years. This will help ensure that the vehicle fleet is reliable. The contract should also identify the type of collection vehicles used, usually a rear-load or automated side-load vehicle. The contract should also require all collection vehicles to have onboard cameras, routing software, and GPS location ability. Lastly, the city should decide if it will require specific vehicle appearance, such as vehicle paint, wraps, and identifying information. It should be noted that some vehicle appearance requirements, such as paint and wraps, may be costly and are included in contract costs.

[Reference: [Section 19 \(Collection Vehicles\)](#) of the Agreement]

RFP 7.37 **Customer Billing**

What is it? This section explains the process for billing residential and commercial customers, which is different depending on whether the City or the proposer is responsible for billing.

Why is it important? A clear understanding of billing and payment processing is essential to the project's overall management and financial performance.

Key Decisions. The city may decide to be responsible for billing customers, or it may decide to make the proposer responsible for this task. Additionally, billing may be divided where the city bills residential and the proposer bills commercial accounts. City management of the billing process gives the city increased control but requires staffing and other resources. Regardless of who is responsible for billing, the city may recover its costs by applying a “franchise fee.” A franchise fee is a city-determined amount included on the customer’s bill and the proposer’s fees. If the City is responsible for billing, it collects the total fee and pays the proposer out of the fees, retaining the franchise fee to cover its costs. The proposer submits one invoice to the city and the city pays the proposer out of the total fees that the city collects. If the proposer is responsible for billing, the proposer collects the total fee amount and remits the city’s franchise fee to the city.

RFP 8.0 **Proposal Format and Contents**

RFP 8.1 **General Instructions**

What is it? This section provides general instructions for proposal submission. It gives instructions on following the proposal format structure, notifications that any submitted documents will be incorporated into the contract, and instructions on submitting proposals.

Why is it important? The city needs to discourage proposers from submitting general marketing material, equipment manuals, or significant financial statements unless they are used to provide specific information or specifically requested by the city. Otherwise, this information will become publicly available as part of the contract. It is also important to explain whether the proposal submission process is electronic or paper submissions and that late proposals will be rejected as non-responsive.

Key Decisions. The city should decide on its proposal submission procedures if there are deviations from standard procurement procedures.

RFP 8.2 **Signatures**

What is it? The signatures section explains that signatures must be manually made in ink, signed by an authorized signer, and evidence of authorization must be provided. It should be noted if a digital signature is authorized.

Why is it important? Proposers must provide legally authorized signatures for proposals.

Key Decisions. This is standard procurement language.

RFP 8.1 **Typed or Inked Corrections**

What is it? The section explains that the proposal must be typed or in ink and that any erasures, interlineations, or other modifications in the proposal shall be initialed in ink by the person authorized to sign the proposal.

Why is it important? It is important to receive proposals in permanent formats and that any alterations are documented and approved permanently.

Key Decisions. This is standard procurement language.

RFP 8.2 **Proposal Format**

What is it? This section provides a table summary of the proposal format that will be further explained in the Proposal Content Requirements section.

Why is it important? It is important to provide a table summary organized so that proposers can ensure that their proposal aligns with the required format.

Key Decisions. The city will need to decide on the proposal format.

RFP 8.3 **Letter of Intent**

The letter of intent details the letter's requirements, including that the proposal shall be binding for 180 days and that the proposal is true, accurate, and complete to the proposer's knowledge.

RFP 8.4 **Company History and Ownership**

This section briefly overviews the company's history and current ownership. Notably, if the company is owned by private equity, it must be identified, and any subcontractors must be identified. The city may require proposer to identify if their equipment is owned by the proposer, a third party, or rented and how that impacts service delivery.

RFP 8.5 **Statement of Organization**

Proposers must submit the Statement of Organization Form (Form 1) and provide additional organizational information here.

RFP 8.6 **Company Experience**

In this section, the proposer provides relevant company experience, mainly focusing on the city's history, which is requesting the service.

RFP 8.7 Proof of Satisfaction of Minimum Requirements

This section states that the proposer must submit a letter of credit and/or proof of a performance bond outlined in Section 38. Then, the section outlines the prior customer references to demonstrate minimum requirements for residential and commercial services. The reference requirement will stipulate the number of households served in prior service agreements to solicit references demonstrating services performed at a level similar to what the city requires.

RFP 8.8 Method of Approach

Proposers should describe how they will perform the scope of services in the method of approach section. This section allows the proposer to provide information on how they will deliver a quality program.

- **Service Plan.** The service plan section states the required service lines and minimum estimated information needed to be submitted, including the number and type of collection vehicles and other equipment, the number of front-line and spare vehicles, the number of personnel, the size and location of equipment storage, and any future equipment acquisition timelines to accommodate future growth.
- **Residential Household Hazardous Waste Collection.** This section states the service's proposal requirements, including identifying all materials to be collected, how they would be collected, and how they would be processed.
- **Delivery Facilities.** The delivery facilities section describes the requirements for the three delivery facility scenarios: proposer-owned facility, third-party facility, or new or expanded facility. Identifying features of the facility. If the proposer does not own the facility, a written letter from the facility owner committing to sufficient processing capacity must be submitted. If the facility relies on a new or expanded facility, a description of the facility's capacity, development schedule, and permitting status must be submitted.
- **Collection Vehicles.** The collection vehicles section of the proposal should include each vehicle's make, model, age, fuel type, and a photo of each type. It should also include the proposed vehicle and facility maintenance plan, vehicle storage and fueling location, and a description of the onboard systems, such as GPS and cameras.
- **Residential Collection Schedule and Route Maps.** The proposal should include the proposed route descriptions, schedules, and maps on a material-by-material basis for the Residential Collection Service. The proposer should provide information on any proposed route changes and how those changes would be communicated to residents. If there is a strong preference to maintain current routes, the city should say so.
- **Cart Maintenance.** The proposal should include the following information regarding cart maintenance, cart maintenance location, maintenance service capabilities, maintenance process description, quality control process, and end-of-life cart recycling location.
- **Personnel.** The personnel section should include the number of front-line and spare staff for each service, policies and procedures that ensure qualified staff, training programs, dress code, and hiring procedures, particularly during labor shortages.
- **Unaccepted Set-outs.** The proposal should contain this section describing how unaccepted set-outs will be managed and how work orders will be completed.
- **Missed Collection.** This section should contain the plan to document and verify missed collection, including how to acknowledge missed collection, service recovery, and working with the city on any service units violating set-out requirements.

- **Storm and Disaster Debris.** The storm and disaster debris section should include a plan to provide additional collection crews and equipment to manage volume surges. The plan may involve engaging a subcontractor, determining the contractor's capacity, and selecting other proposed approaches.
- **Program Recyclable Materials to be Collected.** The proposer confirms that they will collect all program recyclable materials in this section. Also, the proposer should identify any additional materials that can be collected at no extra cost.
- **Customer Service and Communication.** This section describes the proposer's customer service and communication approach. The approach should include information regarding customer service complaint resolution procedures, personnel management, communication with the city, and use of vehicle onboard technology. In addition, the section should include the means of communication for customer complaints, inquiries, and requests.
- **Cart Purchase Service.** This section details the information the proposer needs to provide regarding the purchase of carts. It requests 10 different pieces of information, including the type of carts, order and delivery process, and documentation that the carts comply with the minimum specifications in Section 20.8 of the contract.

RFP 8.9 **Financial Statements**

What is it? The required financial statements are either the proposer's most recent or non-audited financial statements and complete federal tax returns for the last two years if the proposer does not have audited financial statements.

Why is it important? The city must verify a proposer's financial capacity to ensure they have sufficient financial resources to provide the requested services over the contract's entire duration. This is also a way to understand the proposer's ability to manage their business and operations.

Key Decisions. The city must decide how many financial statements to request and whether non-audited financial statements are acceptable.

Financial Capacity

The city needs to verify that the proposers have sufficient financial capacity to implement any proposed service, particularly if the proposer if proposers to purchase new equipment or facilities.

RFP 8.10 **Required Planning Documents**

What is it? The required planning documents section is an integral part of the proposal. The necessary planning documents should include the following:

- Transition Plan(s).** The transition plan(s) should include strategies to ensure smooth transitions at the start and end of the contract. The plan(s) should identify the individuals responsible for executing the plan, equipment and personnel acquisition, vehicle and equipment storage and fueling, confirmation of the commencement date of each service, customer education service transition approach, and an overall transition schedule. Proposers should reference Section 30.2 of the contract for

Required Planning Documents

The proposer should have a clear understanding and plan on how to transition into and out of the collection contract. The contractor will need to cooperate with the city and other contractors should a transition occur.

additional transition support requirements. The transition plan will become part of the awarded contract. *[Reference: Section 30.2 (Transition Plan) of the Agreement]*

- B. **Contingency Plan(s).** The contingency plan(s) should describe what the proposer will do to collect and accept material at the start of the contract if a proposed facility falls behind schedule, unplanned vehicle or equipment downtime, and if hazardous waste is discovered at a facility. The contingency plan needs to meet the requirements of Section 30.1.
- C. **Recordkeeping and Report Plan(s).** This section will describe how the proposer will create and maintain records and reports and otherwise meet the requirements of Sections 43 and 44 of the contract for each service. The proposer will provide sample report formats.
- D. **Fire Prevention Plan(s).** The proposer will provide a fire prevention plan for all services.

Why is it important? The proposer must provide detailed information about how it will start service and plan for contingencies. In addition, if necessary, the proposers must understand that they plan for a smooth transition to another service provider at the end of a contract.

Key Decisions. This standard language is used in solid waste collection procurement.

RFP 8.11 **Key Personnel**

What is it? The proposer will provide an organization chart with the key personnel, job descriptions, municipal references, and resumes indicating the qualifications and experience of key personnel assigned to the transition team and ongoing contracted service management. If the positions are unfilled, the proposer will provide the minimum qualifications. At a minimum, key personnel should include a general manager, operations manager, and maintenance manager. Additional Personnel requirements are described in Section 28 of the Agreement.

[Reference: Section 28 (Personnel) of the Agreement]

Why is it important? The city must assess and verify the ability of proposed key personnel to manage the services to the city's expectations.

Key Decisions. The city should decide how many key personnel within the proposer's organization should request information.

RFP 8.12 **Contractor's Representative**

What is it? The contractor's representative is the person in charge of the proposer's operations who is authorized to make decisions and act on their behalf. This section also requires a brief description of a communication plan between the proposer and the city, including the expected frequency of in-person coordination meetings and other forms of regular communication.

Why is it important? Identifying the authorized decision-maker, liaison, and communication plan between the city and the proposer is important.

Key Decisions. This standard language is used in solid waste collection procurement.

RFP 8.13 **Financial Capacity**

What is it? If the proposer intends to purchase vehicles, equipment, or construct a facility, the proposer shall provide proof of financial capacity. No specific documents are required, but the information provided should include the planned sources of funds, summary financial statements, bankruptcy or loan default disclosure, financial letters of support, and a Dun & Bradstreet credit report. Suppose the proposer intends to build a facility. In that case, they should provide a cost estimate broken out by site work and utilities, facility building, other buildings, if applicable, processing equipment, and rolling stock.

Financial Capacity

The city needs to verify that the proposers have sufficient financial capacity to implement any proposed service, particularly if the proposer if proposers to purchase new equipment or facilities.

Why is it important? The city must understand a proposer's financial capacity to execute their proposal before entering into a contract. Proposers should not submit annual reports of publicly traded parent companies, as the information will be made public as part of the contract.

Key Decisions. The city must assess the information provided and determine if the proposer has sufficient financial capacity to purchase vehicles, equipment, or construct a facility.

RFP 8.14 **Legal Terms and Conditions**

- **Financial Disclosure and Auditing.** This section states that the proposer will acknowledge the recordkeeping and reporting requirements described in Sections 43 and 44 of the contract. In addition, the city requires such records to be made available to the city for five years after the last or final payment.
- **Litigation, Regulatory Actions, and Payment of Liquidated Damages History.** The section states that the proposer must describe legal information from the past five years, including any lawsuits in surrounding states, current litigation with the city, and any outstanding regulatory issues involving the proposer, the proposer's subcontractor(s), and all subsidiaries owned by the proposer. The proposer should list the amount of liquidated or other damages that were paid, the name of the jurisdiction to which such damages were paid, and the event(s) that triggered the damages.
- **Compliance Records.** This section states that the proposer will submit copies of any regulatory compliance violations, notices, and enforcement actions in the past five years for any of its operations, subcontractors, and subsidiaries. In addition, the proposer will need to identify contracts with similar services that ended before the expiration date.
- **Certificate of Insurability.** The proposer must complete the Certificate of Insurability Form (Form 4). Failure to complete Form 4 may result in the proposal being rejected.
- **Acknowledgement of Addenda.** The proposer must complete the Acknowledgement of Addenda Form (Form 5). Failure to acknowledge all addenda may result in rejection of the proposal.
- **Non-Collusion Agreement.** The proposer must complete the Non-Collusion Acknowledgement Form (Form 6). Failure to complete Form 6 may result in rejection of the proposal.
- **Conflict of Interest.** Proposers must complete the Conflicts of Interest Form (Form 7). In addition, the proposer shall list and describe the proposer's professional relationships involving the city or any component units for the past five years. Failure to complete Form 7 and/or provide the foregoing information may result in the rejection of the proposal.

- **Suspension or Debarment.** The proposer must complete the Suspension or Debarment Certificate (Form 8). Failure to complete Form 8 may result in rejection of the proposal.
- **Exceptions.** The Proposer must complete the Exception Form (Form 8). Failure to complete Form 9 may result in the proposal being rejected.

RFP 8.15 Financial Proposal

The proposer must complete the Financial Proposal (Form 3) to provide the city with the proposer's unit costs for each service.

RFP 8.16 Forms

The proposer must complete all of the other forms listed in this section. Failure to complete all forms may result in rejection of the proposal. The other forms not listed previously include:

- **Form 1: Statement of Organization.** The proposer inputs the company's identifying information on this form, including authorized representatives, subcontractors, and whether the proposer is willing to allow other governmental entities to purchase goods and services on the same terms and conditions in a resulting contract via a cooperative purchasing agreement.
- **Form 2: Project References and Experience.** Form 2 has two sub-forms—one for residential collection and the other for commercial collection references and experience. Both request the same information for the different services, including customer reference contact and contract experience information. The contract experience information requests a narrative description of the experience and any supporting drawings and photos.
- **Form 3: Financial Proposal.** The cost proposal forms are a very important part of the RFP process as they form the basis for the contract cost structure. Each collection service type needs its specific form to evaluate the cost for each service type. In addition, any service options, such as using different landfills, need to have their form or section to assess those costs. The forms must have a level of standardization across residential and commercial service types to be assessed similarly.

For residential trash and recycling collection, the form should have sections for the collection base fee (monthly fee for one service unit, including cart storage, maintenance, collection, hauling, and disposal). Then, the form should request the fees for collecting an additional cart and cart replacement. If the city is requesting optional co-collection of trash and yard waste, there should be a section requesting that fee. If the city requests pricing for different disposal sites, there should be separate forms for the options. The cost proposal form should request the base price per monthly residential unit for any available disposal site options for residential yard waste. For brush and bulky as well as household hazardous waste collection, the form should have fee options for any requested collection frequency options and by-appointment collection, as well as fees per additional collection.

The form must request fee information for all available carts, front-end load containers, and compactors per collection frequency for commercial trash and recycling collection. A separate form section is needed for roll-off container fees, including container rental, delivery, fee per collection, and disposal.

For cart purchase services, the form requests a one-time fee for the proposer to purchase new proposer-owned or city-owned carts, depending on the city's decision on how to structure the cart purchase. The price should include all costs of ordering and applying cart decals or imprinting requested by the city. In addition, the form may request pricing for the proposer to assemble and distribute the carts. The city may reserve the right to contract with the cart manufacturer to assemble and distribute.

- Form 3.1: Residential Trash Collection
 - Form 3.2: Residential Recycling Collection
 - Form 3.3: Residential Yard Waste Collection
 - Form 3.4: Residential Brush and Bulky Waste Collection
 - Form 3.5: Residential Household Hazardous Waste Collection
 - Form 3.6: Commercial Trash Collection
 - Form 3.7: Commercial Recycling Collection
 - Form 3.8: Cart Purchase Services
 - Form 3.9: City Events and Special Projects
- **Form 4: Certificate of Insurability.** This form certifies that the proposer is fully aware of the contract's insurance requirements. If the proposer cannot produce the specified insurance coverage within 14 days of the contract award, the proposer may not be considered for further work with the city.
 - **Form 5: Acknowledgement of Addenda.** This form records the acknowledgment of any issued addenda.
 - **Form 6: Non-Collusion Agreement.** This form affirms that the proposer is authorized to submit the proposal and has not colluded with any other proposer on prices, terms, and conditions. Also, the form affirms that neither proposer employees nor agents in the last six months have been involved in price fixing nor influencing other proposers to submit a proposal.
 - **Form 7: Suspension or Debarment.** This form certifies that the proposer has no suspension or disbarment, which would preclude receiving a federally funded contract.
 - **Form 8: Exception Form.** If the proposer has any exceptions to the RFP, the proposer fills out this form indicating the specific RFP section, a summary discussion of reasons for the exception, and any proposed alternative language. If there are no exceptions, the proposer must still fill out this form and indicate no exceptions.
 - **Form 9: Release and Indemnification.** This form indemnifies the city against any legal claims related to performing this contract regarding losses or liabilities for real or personal property injuries and injuries to persons, including death, except for the sole and exclusive negligence of the city.
 - **Form 10: Signature Form.** This form confirms that the proposal is the best and final offer and that the goods and services will be performed at the price and terms and conditions in the proposal and RFP Documents.

RFP EXHIBITS

The RFP includes the following exhibits, which provide additional information for proposers to use when preparing and submitting their proposals.

- **Exhibit A: Maps.** Exhibit A contains a sample regional map showing the city's location within the larger geographical area, a street map showing city limits and major streets, and maps showing current collection days by material type. The content in the RFP template is provided, for example, only and should be replaced by customized content for the user's city or town.
- **Exhibit B: Draft Agreement.** A copy of the city's proposed Draft Agreement should be provided to proposers as Exhibit B to the RFP. The template for preparing the Draft Agreement is provided as Appendix B to the Guidebook. The Draft Agreement provides greater detail on the city's intended scope, terms, and conditions than the RFP and serves as the basis of the final Agreement between the parties, except in cases where the proposer takes an exception on Form 8 or the parties mutually agree on alternative terms.

3.0 Ordinance Development

3.1 Ordinance Development Overview

Developing and implementing effective solid waste ordinances is a critical responsibility for cities within the North Central Texas region. A well-structured ordinance helps ensure consistent service, promotes public health and aligns with the city's broader sustainability and operational goals. This section overviews key considerations for ordinance development, addressing residential and commercial waste collection, recycling, yard and food waste collection, brush and bulky waste management, and household hazardous waste programs. Cities may also consider developing additional ordinances related to solid waste collection. For example, code enforcement related to solid waste management, illegal dumping, franchise fees, universal recycling, construction and demolition recycling ordinances may be considered to complement solid waste collection ordinances.

3.2 Service Implementation Options

The guidebook is written to function whether a city or contractor operates exclusive collection services. Typically, residential collection service is exclusive, whether a city or contractor operates the service. An RFP and a contractor are unnecessary if the city operates its own collection services. The ordinance should be updated to reflect whether the city or the contractor operates collection services.

Commercial collection services may be offered on an exclusive or non-exclusive (open-market) basis. This guidebook is written with exclusive commercial collection services. If commercial collection services are serviced in an open market, an RFP and contract are not necessary and the ordinance should be updated to reflect an open market accordingly. The following list summarizes the different service implementation options.

- **Municipal Collection Model:** The city uses municipal employees and equipment to collect solid waste, recycling, and yard and food waste.
- **Contracted Collection Model:** The city contracts a private hauler to provide services to residents and/or businesses under a formal agreement.
- **Open Market System:** Residents and businesses choose from a list of permitted haulers, allowing market competition while maintaining city oversight.
- **Hybrid Model** – The city collects residential waste, while commercial properties select from licensed private haulers.

3.3 Accepted and Unaccepted Material Type Options

The city will need to define what materials the solid waste collection program will accept or not. In addition, the city should consider landfill diversion goals and mandates to align solid waste collection contracts with those efforts.

- **Accepted Material Categories:** Define acceptable material categories, such as Program Recyclables, Yard and Food Waste, Brush and Bulky Waste, and Household Hazardous Waste.

- **Accepted and Unaccepted Material Types:** Specify which materials are excluded from each category. For example, determine whether appliances containing refrigerants are accepted in the Brush and Bulky Waste collection.
- **Material Diversion Mandates:** Require commercial properties to separate recyclables as part of waste management regulations.

3.4 Collection Frequency and Service Level Options

The city will need to determine the collection schedule for each collection service types and whether to legislate Pay-As-You-Throw pricing.

- **Collection Schedules:** Consider uniform collection frequency (e.g., weekly for solid waste, biweekly for recyclables, seasonal for yard waste).
- **On-demand or Subscription-Based Services:** Implement opt-in programs for brush and bulky waste, household hazardous waste, or special recycling services.
- **Pay-As-You-Throw (PAYT)** Introduce volume-based pricing to encourage waste reduction and increase recycling rates.

3.5 Enforcement Mechanism Options

Enforcement mechanisms will need to be considered by the city to ensure solid waste management compliance.

- **Progressive Enforcement Mechanisms:** Options include starting with education and warning notices before issuing administrative fees, fines, or service suspensions.
- **Service-Based Penalties:** Require repeat violators to pay additional fees, reduce service levels, or participate in remedial waste education.
- **Criminal and Civil Penalties:** Establish fine structures or misdemeanor charges for illegal dumping, hazardous waste violations, or chronic non-compliance.

3.6 Ordinance Development

The following ORD headers describes what each ordinance section is, why it is important, and the key decisions a city needs to determine to implement a solid waste collection ordinance.

ORD 1.0 **Purpose**

What is it? A purpose statement in an ordinance is a clear and concise section that outlines the regulation's intent, goals, and objectives. It explains why the ordinance exists and what it aims to achieve. The purpose statement provides the legal and policy rationale behind the rules and helps guide interpretation and enforcement.

Why is it important? A purpose statement in an ordinance is important as it serves several key functions. It clarifies the broader goals of regulation, ensuring alignment with the city's priorities, such as public health, environmental sustainability, and economic efficiency. Additionally, it provides context for interpretation, helping decision-makers, courts, and enforcement officials correctly apply the ordinance when provisions may be ambiguous.

Key Decisions. When drafting a purpose statement for an ordinance, key decisions must be made to ensure clarity, legal soundness, and alignment with the city's objectives. This includes defining its primary

objectives, scope, and policy priorities. The statement must also establish a strong legal foundation, consider the community and economic impact, and outline enforcement and accountability mechanisms to ensure compliance.

ORD 2.0 **Applicability**

What is it? An applicability statement in an ordinance defines who and what the ordinance applies to, ensuring clarity on its scope and coverage. It specifies the geographic area, types of activities, entities, or individuals subject to the regulation.

Why is it important? This section helps prevent ambiguity and ensures that enforcement agencies, businesses, and residents understand their obligations.

Key Decisions. When drafting the applicability statement, the following decisions need to be made:

- **Jurisdiction:** Specifies the city, county, or other governing body enforcing the ordinance.
- **Affected Parties:** Identifies who must comply, such as residents, businesses, waste haulers, or property owners.
- **Covered Activities:** This section defines which actions or services are regulated, such as solid waste collection, recycling, or hazardous waste disposal.
- **Exemptions:** Identifies any exceptions, such as specific industries, certain types of properties, or activities not covered under the ordinance.

ORD 3.0 **Definitions**

What is it? The definition section of an ordinance provides clear and precise meanings for key terms used throughout the regulation. The definition section of an ordinance should match the definition section of both the RFP and contract.

Why is it important? This section ensures consistency, reduces ambiguity, and helps enforcement officials, businesses, and residents interpret the ordinance correctly. By defining terms upfront, the ordinance avoids misunderstandings and ensures uniform application.

Key Decisions. When drafting the definition section of an ordinance, the following decisions need to be made:

- **Selection of Terms to Define:** Determine which terms require precise definitions to avoid ambiguity. Focus on technical, legal, or industry-specific words that may not have a universally understood meaning.
- **Alignment of State and Federal Laws:** Ensure definitions align with relevant laws and regulations (e.g., EPA, TCEQ) to maintain compliance and avoid conflicts.
- **Consistency Across Ordinances, Policies and Contracts:** Align definitions with existing city ordinances, contracts, or policies to ensure uniform application across different regulations.
- **Handling of Emerging or Evolving Terms:** Consider including language that allows for new technologies or practices.

ORD 4.0 **Residential Waste Services**

What is it? Residential waste services refer to the collection, storage, and disposal of household waste, ensuring a clean, safe, and sanitary environment for residents. Residential waste services typically include the collection of household trash, recycling, yard and food waste, brush and bulky items, and, in some cases, household hazardous waste. The specific guidelines for these services—such as how waste must be stored, when and where it should be placed for collection, and who provides the service—are established in this ordinance section.

Why is it important? This section of an ordinance is essential because it establishes clear rules and expectations for how household waste is managed within the city. This section ensures that all residents follow uniform waste storage, placement, and collection guidelines, preventing nuisances such as overflowing trash, scattered debris, and improper disposal. It also clarifies the roles and responsibilities of waste collection providers, whether through city forces or contracted services. By including key details such as collection schedules, cart placement rules, and maintenance responsibilities, this section ensures that residential waste services operate efficiently, benefiting both the community and the environment.

Key Decisions. The residential services section of an ordinance establishes the rules and requirements for solid waste collection at residential properties. Several key decisions must be made to ensure effective waste management, promote public health, and maintain community aesthetics. These decisions help define service expectations, clarify responsibilities, and ensure compliance with local policies.

- **Applicability:** Consider which residential properties are covered and determine whether any exemptions or special cases exist where certain ordinance sections do not apply.
- **Accumulation and Storage:** Define how Solid Waste, Program Recyclables, Yard and Food Waste, Brush and Bulky Waste, and Household Hazardous Waste can be accumulated and stored on a property, such as in bags or carts with lids that can completely close.
- **Prohibited Waste:** Clearly define what types of waste and materials are prohibited from being placed in a cart or at the curb for collection. This often includes household hazardous and high-density waste such as bricks, rocks, and concrete.
- **Collection Provider:** One of the city's most critical decisions is determining the waste collection service delivery method. Cities must decide whether to manage collection services in-house using municipal forces or outsource them to a private hauler through a contractual agreement. They must also determine whether self-hauling waste is acceptable.
- **Schedule for Collection:** Several key decisions must be made to determine collection services' frequency, timing, and flexibility while accounting for operational challenges and public expectations. Define how often Solid Waste, Recyclables, Yard and Food Waste, Brush and Bulk Waste, and Household Hazardous Waste will be collected.
- **Location for Collection:** The location for collection section of an ordinance defines where residents must place waste carts and other materials for collection. Several key decisions must be made to address placement rules for different waste types, accessibility considerations, and potential conflicts with pedestrian and vehicular traffic.

- **Solid Waste and Program Recyclables.** Determine whether curbside collection is the default requirement for all residents or whether backdoor service will be offered for accessibility considerations. Define the exact placement of carts at the curb, such as closed lids facing the street, spaced X feet apart. Establish minimum distances from obstacles such as streetlights, mailboxes, etc.
- **Yard and Food Waste.** Establish whether yard and food waste carts follow the same curbside placement rules as solid waste and recyclables.
- **Brush and Bulky Waste.** Determine how and where residents should place brush and bulky waste for collection. Establish size, weight, and volume restrictions for brush piles and bulky waste items.
- **Household Hazardous Waste.** Specify designated locations for HHW placement, such as front porches or curbside. Establish clear packaging or containment requirements.
- **Time for Placement:** Establish the earliest time for placement, define the latest time for placement, and establish the required time for removal from the curb.
- **Cart Responsibilities:** This ordinance section outlines residents' obligations regarding carts. Several key decisions must be made to ensure proper cart usage, prevent service disruptions, and maintain sanitation standards.
 - **Weight Limitations of Carts.** Set maximum allowable weights for carts to ensure safe handling by collection workers and prevent damage to carts and collection equipment.
 - **Capacity Limitations of Carts.** Define the maximum fill level for carts to prevent overflowing waste. Establish whether residents are required to keep cart lids fully closed.
 - **Ownership of Carts.** If the city provides residential waste services, specify that carts remain on the property to ensure accountability and prevent unauthorized modifications or disposal. Establish rules requiring residents to leave carts at the property when moving to maintain continuity of service for new occupants. If a contractor provides residential waste services, specify ownership of the carts in both the contract and the ordinance.
 - **Replacement of Carts.** If the city provides residential waste services, define the conditions under which the city will provide free replacement carts, such as damage due to normal wear and tear. Establish a cost structure for residents who replace lost, stolen, or improperly damaged carts. Determine a process for requesting replacement carts. If a contractor provides residential waste services, the contract should define how carts will be replaced under the same conditions.
 - **Cart maintenance.** Residents must keep carts clean and in good condition to prevent odors, pest infestations, and unsanitary conditions.
- **Cart Costs for New Residential Waste Service Units:** If the city provides residential waste services, determine whether the initial cost of delivering the cart is paid by the person applying for the service or is covered under the city budget to provide solid waste services. If a contractor offers residential waste services, define in the contract whether the person applying for service pays the initial cost of delivering the cart.
- **Ownership of Materials:** Clarify whether waste and recyclable materials become the city's property or the contractor's upon collection.
- **Rates, Charges, Fees, and Payments:** This ordinance section establishes how residents are billed for waste collection services, outlines payment responsibilities, and defines penalties for non-

payment. Several key decisions must be made to ensure a fair, transparent, and enforceable billing system that accounts for different residential situations and financial obligations. This section should define due dates, delinquency rules, and service suspensions or exemptions.

- **Prohibited Acts:** This section of an ordinance establishes unlawful actions regarding waste collection, disposal, and interference with waste services. This section is essential for maintaining order, preventing illegal dumping, ensuring compliance with waste separation requirements, and protecting public health and safety. Key decisions include unauthorized waste collection, disposal of prohibited waste, open waste burning, and a general catch-all provision.
- **Termination of Services; Lien for Unpaid Charges:** This section establishes how the city will handle unpaid residential waste service fees, including the imposition of liens, legal action, and third-party collection efforts. Several key decisions must be made to ensure fair, enforceable, and efficient debt recovery while balancing financial sustainability and resident accountability.

ORD 5.0 **Commercial Waste Services**

What is it? Commercial waste services refer to the collection, storage, and disposal of waste generated by businesses, institutions, and commercial properties, ensuring a clean, safe, and sanitary environment for the community. These services are essential for maintaining public health, preventing pollution, and promoting sustainability through effective waste management practices. While some ordinances encourage recycling through incentives, others mandate participation to ensure compliance with environmental goals.

A key decision in structuring commercial waste services is determining who is authorized to provide collection, whether through city forces, a city-contracted provider, or an open-market system where businesses select their own hauler. The city can establish specific commercial waste services guidelines through ordinances and policies, including waste storage requirements, collection schedules, and placement rules. These regulations create a consistent and efficient waste management system supporting economic activity while ensuring environmental and public health standards compliance.

Why is it important? This section of an ordinance is essential because it establishes clear rules and expectations for how commercial waste is managed within the city. Defining uniform guidelines for waste storage, placement, and collection helps prevent nuisances such as overflowing containers, scattered debris, and improper disposal that can impact businesses and the surrounding community. It also clarifies the roles and responsibilities of commercial waste service providers, whether through city forces, a contracted provider, or an open-market system. By addressing key details such as collection schedules, container requirements, and maintenance responsibilities, this section ensures that commercial waste services operate efficiently, support economic activity, and contribute to a cleaner, more sustainable urban environment.

Key Decisions. The commercial services section of an ordinance establishes the rules and requirements for solid waste collection at businesses, institutions, and commercial properties. Several key decisions must be made to ensure efficient waste management, support economic activity, and maintain public health and cleanliness. These decisions help define service expectations, clarify the responsibilities of businesses and waste haulers, and ensure compliance with local regulations and environmental policies.

- **Applicability:** Consider which types of commercial properties are covered and determine whether any exemptions or special cases exist where certain sections of the ordinance do not apply. Some

key categories of commercial properties that should be considered are multifamily and mixed-use properties (residential and commercial properties where solid waste cannot be readily separated by source generation).

- **Accumulation and Storage:** Define how Solid Waste and Program Recyclables can be accumulated and stored on a property. For example, solid waste must be stored in tightly secured bags before being placed in carts or containers to control odors and prevent pests. Determine where waste must be stored before collection (e.g., inside the commercial unit, in designated outdoor enclosures, or at a specific collection point).
- **Prohibited Waste:** Clearly define what types of waste and materials are prohibited from being placed in a cart or container for collection. This often includes hazardous and high-density waste such as bricks, rocks, and concrete.
- **Collection Provider:** One of the city's most critical decisions is determining the waste collection service delivery method. Cities must decide whether to manage collection services in-house using municipal forces, outsource them to a private hauler through a contractual agreement, or allow an open-market system with permitted haulers.
- **Schedule for Collection:** Several key decisions must be made to determine collection services' frequency, timing, and flexibility while accounting for operational challenges and public expectations. This section defines how often Solid Waste and Program Recyclables must be collected.
- **Location for Collection:** The collection location section of an ordinance establishes where commercial properties must place solid waste, recyclables, and other waste for collection. Several key decisions must be made to ensure proper waste placement, minimize disruptions, and maintain public safety and aesthetics. Define whether the default collection location must be on the commercial property unless an exception is granted. Establish the criteria for granting exceptions.
- **Time for Placement:** Similar to residential waste services, establish the earliest time for placement, define the latest time for placement, and establish the required time for removal from the curb.
- **Container Responsibilities:** The container section of an ordinance establishes responsibilities for the ownership, maintenance, replacement, and identification of waste containers at commercial properties. After determining whether collection services will be managed in-house using municipal forces, outsourced to a private hauler through a contractual agreement, or operated within an open-market system with permitted haulers, several key decisions regarding carts and containers must be made.
 - **Ownership of Containers.** Determine whether carts and containers are owned by the city, the property owner, or the waste hauler, as this affects responsibilities for maintenance, replacement, and enforcement.
 - **Container Replacement.** The ordinance should define whether the city, haulers, or property owners are responsible for replacing carts or containers due to normal wear and tear and replacements resulting from loss, theft, or improper use. The contract should also address cart replacement if the city's contractor provides commercial waste services.

- **Container maintenance.** Commercial property owners must keep carts and containers clean and in good condition to prevent odors, pest infestations, and unsanitary conditions.
- **Cart and Container Identification:** If commercial service is provided within an open-market system with permitted haulers, carts and containers should be labeled with the hauler's name in a distinct paint scheme or decal.
- **Cart Costs for New Commercial Waste Service Units:** If the city provides commercial waste services, determine whether the initial cost of delivering the cart or container is paid by the entity applying for service or is covered under the city budget to provide solid waste services. If the city's contractor provides commercial waste services, define in the contract whether the person applying for service pays the initial cost of delivering the cart. Remove this section if services are provided via an open-market system.
- **Ownership of Materials:** Clarify whether waste and recyclable materials become the city's property or the contractor's upon collection. Remove this section if commercial services are provided via an open-market system.
- **Rates, Charges, Fees, and Payments:** This ordinance section establishes how commercial properties are billed for waste collection services, outlines payment responsibilities, and defines penalties for non-payment. Several key decisions must be made to ensure a fair, transparent, and enforceable billing system that accounts for different commercial situations and financial obligations. This section should define due dates, delinquency rules, and service suspensions or exemptions. Remove this section if services are provided via an open-market system.
- **Prohibited Acts:** This section of an ordinance establishes specific unlawful actions regarding waste collection, disposal, and interference with waste services. This section is essential for maintaining order, preventing illegal dumping, ensuring compliance with waste separation requirements, and protecting public health and safety. Key decisions include unauthorized waste collection, disposal of prohibited waste, open waste burning, and a general catch-all provision.
- **Termination of Services; Lien for Unpaid Charges:** This section establishes how the city will handle unpaid commercial waste service fees, including the imposition of liens, legal action, and third-party collection efforts if commercial services are provided by city forces or the city's contractor. Several key decisions must be made to ensure fair, enforceable, and efficient debt recovery while balancing financial sustainability and resident accountability. Remove this section if services are provided via an open-market system.

ORD 6.0 **Exclusive Franchise**

What is it? An exclusive franchise in solid waste management is a legally binding agreement that grants a single waste collection service provider the sole authority to collect, transport, and dispose of solid waste within a specific jurisdiction. Under this system, no other contractor or entity is permitted to offer similar services within the designated area for the duration of the franchise agreement. The city enforces the service levels, pricing, and performance expectations. The exclusive hauler can be required to pay the city a franchise fee, often based on a percentage of revenues generated within the jurisdiction.

Why is it important? An exclusive franchise for solid waste collection could enhance service consistency and efficiency by ensuring a single provider manages all waste collection within a jurisdiction. This allows the city to enforce uniform service standards, schedules, and customer service expectations, reducing

confusion among residents and businesses. Additionally, exclusive franchises promote cost control and economies of scale, as waste haulers can optimize collection routes and reduce operational redundancies. By serving an entire area without competition, the provider can lower costs and improve overall efficiency, benefiting the city and its residents. Additionally, exclusive franchises help reduce road wear and traffic congestion, as a single designated hauler minimizes the number of heavy waste collection trucks on city streets. This extends the lifespan of road infrastructure, decreases emissions, and improves overall traffic flow.

Another key advantage is the revenue generation for cities, as exclusive franchise agreements often require the provider to pay a franchise fee based on a percentage of revenue. These funds can be reinvested into environmental programs, infrastructure improvements, or other public services.

Key decisions. When establishing an exclusive franchise for solid waste collection, cities must first define the scope of services, determining which waste streams will be included, such as municipal solid waste, recycling, organics, or hazardous waste, and whether the franchise will apply to residential, commercial, or both customer types. Cities need to determine the franchise fees and revenue structure, setting the percentage of revenue collected from the hauler, how fees will be structured (fixed, tiered, or based on service levels), and how the revenue will be allocated, whether reinvested in waste reduction programs, used for landfill maintenance, or directed toward public outreach initiatives. These foundational decisions ensure that the franchise agreement effectively meets the city's waste management needs while maintaining financial sustainability.

ORD 7.0 **Non-Exclusive Franchise**

What is it? A Non-Exclusive Franchise in solid waste management is an agreement that allows multiple waste collection providers to operate within a municipality. Unlike an exclusive franchise, a non-exclusive franchise permits competition among multiple haulers, allowing residents and businesses to choose their preferred service provider. While multiple haulers operate, they must comply with city regulations, service standards, and environmental requirements. Haulers typically pay a franchise fee to the city, usually based on a percentage of revenue, to support local waste management options.

Why is it important? A non-exclusive franchise allows consumers to choose their waste service provider while maintaining regulatory oversight. Unlike an exclusive system, this model will enable residents and businesses to select a hauler based on pricing, reliability, and service offerings. At the same time, the city would still retain control by enforcing service standards, safety protocols, and environmental regulations to ensure proper waste disposal and recycling efforts. Additionally, non-exclusive franchises generate revenue through franchise fees paid by haulers and can be reinvested in waste management programs, recycling initiatives, and public education efforts.

This system also supports economic growth by creating opportunities for smaller, local waste haulers to compete in the market. It offers flexibility, allowing businesses with specialized waste disposal needs to contract with providers that best meet their requirements. As waste management needs evolve, a non-exclusive franchise model enables cities to scale services efficiently without the constraints of a single-provider contract. If a hauler fails to meet service expectations, customers can switch providers, ensuring higher service quality and accountability in waste management.

Key decisions. When establishing a non-exclusive franchise for solid waste collection, cities must first define the scope of services, determining which waste streams will be included, such as solid waste,

recycling, organics, brush waste, bulky waste, or hazardous waste. They must also decide whether the franchise will apply to residential, commercial, or industrial sectors and whether special requirements will be implemented for construction and demolition debris collection. Another consideration is the franchise fees and revenue model, which involves setting the percentage of revenue that haulers must pay, determining whether fees will be flat, tiered, or based on service levels, and outlining how the collected revenue will be allocated. These funds can be reinvested in sustainability programs, landfill maintenance, or illegal dumping prevention efforts.

Cities can also determine the number of authorized haulers, deciding whether to allow an open market for any qualified hauler or set a cap on the number of providers. Establishing clear selection criteria, such as service history, financial stability, and regulatory compliance, helps ensure that only reliable haulers participate. Additionally, sustainability and waste diversion goals can be considered, including whether haulers will be required to meet recycling or composting targets.

ORD 8.0 **Enforcement**

What is it? Enforcement of the Solid Waste Ordinance ensures compliance with regulations governing waste management, disposal, and recycling within the jurisdiction. It establishes the legal framework for holding individuals, businesses, and waste haulers accountable for proper waste-handling practices. Enforcement activities help prevent illegal dumping, contamination of recyclables, and improper disposal of hazardous materials, protecting public health, environmental quality, and community aesthetics.

This section defines the responsibilities of enforcement authorities, outlines inspection procedures, and specifies penalties for violations. It also provides mechanisms for addressing non-compliance, such as warnings, fines, service suspensions, or legal action. Effective enforcement ensures that all residents, businesses, and waste service providers adhere to established waste management policies, promoting a cleaner, safer, and more sustainable community.

Why is it important? Enforcement of the Solid Waste Ordinance is essential to maintaining public health, environmental integrity, and overall community cleanliness. Without proper enforcement, illegal dumping, improper disposal of hazardous materials, and contamination of recycling streams can lead to serious health risks, environmental degradation, and increased waste management costs.

Effective enforcement ensures that all residents, businesses, and waste service providers comply with regulations, promoting fairness and accountability. It helps prevent nuisances such as overflowing waste, rodent infestations, and water and soil pollution. Additionally, strong enforcement supports the financial sustainability of waste management programs by ensuring that service fees and disposal costs are equitably distributed.

Key decisions. Key decisions for enforcing the Solid Waste Ordinance include establishing clear rules and regulations, determining the authority to issue citations, setting inspection protocols, defining violations and penalties, and outlining correction and remediation processes. Enforcement responsibilities should be assigned to designated city officials, who can issue citations. Inspections must ensure compliance with proper notice while respecting private property rights. Violations can be categorized as moderate or significant, with written notices issued accordingly. Responsible parties must complete corrective actions within specified timeframes, and repeat violations may result in fines, additional cart placements, or removal of non-compliant waste at the owner's expense. Ensuring fair and consistent enforcement helps maintain public health, environmental integrity, and efficient waste management operations.

- **General Authority:** The ordinance's general authority section includes key decisions such as defining legal authority, enforcement scope, and administrative oversight.
- **Rules and Regulations:** This section should define who has the authority to make rules and regulations and where copies of the ordinance can be obtained.
- **Authority to Issue Citations:** This section should define which city officials are authorized to enforce the ordinance's provisions.
- **Inspections:** Key decisions for this section include determining what can be inspected, notification requirements, defining the right to inspect waste before collection, access to private property and legal remedies for refusal.
- **Violations:** Establishing clear violation classifications ensures consistent enforcement of the Solid Waste Ordinance while allowing appropriate responses based on non-compliance severity. Key decisions include:
 - Define criteria for moderate and significant violations, ensuring a clear distinction based on severity, corrective timeframe, and potential risks.
 - Establish a time period for responsible parties to address moderate violations while determining if an alternative timeline is needed for more complex or severe infractions.
 - Identify significant threats to public health, safety, or the environment requiring immediate or escalated enforcement.
 - Determine how unresolved moderate violations transition into significant violations if not corrected within the required timeframe.
 - Establish how violations will be communicated, including formal written notices, compliance timelines, and follow-up inspections.
- **Written Notice:** Clearly defining the written notice process ensures fair and consistent enforcement of the Solid Waste Ordinance while providing responsible parties with due process. Key decisions include:
 - Establish the difference between a written notice of corrective action for moderate violations and a written notice of violation for significant or repeat offenses.
 - Define when a moderate violation escalates to a significant violation if corrective actions are not taken, such as within seven days or if there is a repeat offense within 12 months.
 - Establish what evidence (e.g., photographs, reports) must accompany a written notice to support enforcement actions.
 - Define the process for responsible parties to contest a written notice and seek clarification or resolution before further penalties apply.
- **Correction and Remediation:** Establishing a clear correction and remediation process ensures that violations of the Solid Waste Ordinance are addressed efficiently while holding responsible parties accountable. Key decisions include:
 - Determine whether seven (7) calendar days is an appropriate timeframe for corrective actions or if adjustments are needed based on violation severity.

- Define the acceptable methods for confirming corrective actions, including written or verbal reports, photo documentation, or follow-up inspections.
- Establish how responsible parties should submit compliance plans for violations that cannot be corrected within the given timeframe.
- Define the consequences of failure to take corrective action, including additional fines, service suspensions, or legal enforcement.
- Determine the circumstances under which the city can remove carts and containers from non-compliant properties.
- Clarify when the city may impose fees for additional carts, fines, or removal of hazardous waste at the owner's expense.
- Establish a process for property owners to challenge corrective actions or seek extensions for compliance.

4.0 Templates & Customization Guide

Appendices A, B, and C provide sample RFP, contract, and ordinance templates. The templates must be customized to each community's attributes and service needs. In addition, cities should verify with their local procurement, legal, and any other relevant entities for conformance with their internal standards.

To customize the templates, follow these instructions:

- Save as a new version of an RFP, contract, or ordinance document with a different document name
- Select CTRL-F to bring up the Navigation pane on the right side of the document
- Right-click on each Section 1.0, 2.0, and 3.0 to delete the section
- Delete the remaining text and the main title page and the table contents
- Once customization is complete, right-click the Templates & Customization Guide to delete
- Right-click to delete RFP, contract, or ordinance sections that will not be used
- Right-click the table of content(s) and update all fields
- Finalize customization and documentation preparation
- Save document

The following customization guide summarizes the stylization key. In general, four different types of information need to be updated by a city:

- [Blue] text that is basic attribute-type information.
- Highlighted Yellow text that is a general decision a city needs to make.
- Color-coded specific collection service types that a city needs to decide whether to include in the procurement process.
- Highlighted general collection service types that a city needs to decide whether to include in the procurement process.

Table 4-1 summarizes the text with the following stylization that needs updating by a city using the templates.

Table 4-1: RFP, Contract, and Ordinance Template Stylization Guide

Stylization	Customization
[BLUE]	City customizes content
Highlighted Yellow	City needs to make a general decision
Residential Trash Collection Service	City needs to make a service decision
Residential Recycling Collection Service	City needs to make a service decision
Residential Yard Waste Collection Service	City needs to make a service decision
Residential Brush and Bulky Waste Collection Service	City needs to make a service decision
Household Hazardous Waste Collection Service	City needs to make a service decision
Commercial Trash Collection Service	City needs to make a service decision
Commercial Recycling Collection Service	City needs to make a service decision
Cart Purchase Service	City needs to make a service decision
City Service	City needs to make a service decision
Residential Collection Services	City needs to make a service decision
Commercial Collection Services	City needs to make a service decision
Yard Waste Services	
City Services	City needs to make a service decision
Cart Purchase Service	City needs to make a service decision

Appendix A – RFP Template

[CITY LOGO]

[CITY NAME]

REQUEST FOR PROPOSAL

RFP NO. [###]

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SUBMITTALS DUE [DATE & TIME]

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Forms

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Form 2	Project References and Experience
Form 3	Financial Proposal
Form 4	Certificate of Insurability
Form 5	Acknowledgement of Addenda
Form 6	Non-Collusion Acknowledgement
Form 7	Suspension or Debarment Certificate
Form 8	Exception Form
Form 9	Release and Indemnification
Form 10	Signature Form

Exhibits

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1.0 RFP TEMPLATE

[Delete this section when filling out the template.]

2.0 INTRODUCTION

2.1 Overview

The City of [CITY NAME], Texas (the City) is seeking proposals from qualified waste management firms to provide Solid Waste Collection to residents and businesses. Services to be provided include:

- Residential Trash Collection Services
- Residential Recycling Collection Services
- Residential Yard Waste Collection Services
- Residential Brush and Bulky Waste Collection Services
- Residential Household Hazardous Waste Collection Services
- Commercial Trash Collection Services
- Commercial Recycling Collection Services
- Cart Purchase Service
- City Services

The Contractor shall have the exclusive right to provide Collection Services within the City except as otherwise stated in this Request for Proposals (RFP).

The purpose of this section is to provide Proposers with an overview of the requested scope of services. The Proposer shall carefully review in their entirety this Request for Proposals (RFP), the Forms provided as Exhibit A, the draft Agreement provided as Exhibit B, and all other information contained herein for the complete scope of services and RFP process. Services performed will be in accordance with the final Agreement as negotiated between the City and the Proposer selected for contract award. The draft Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor to achieve the best overall value for the City. Based on its evaluation of submittals, City staff shall seek City Council authorization to enter into an Agreement. The City reserves the right to cancel the RFP at any time and to award no contract without further obligation to Proposers.

2.2 Draft Agreement

Exhibit B to the RFP provides a draft Agreement that may be awarded as a result of this RFP. It is the intention of the City for the final Agreement terms to be the same or better than those provided in the draft Agreement. However, terms of the final Agreement may be modified based upon negotiation and agreement by the City and Selected Proposer. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without further negotiation. Therefore, initial proposals should contain the Proposer's best terms.

It is the responsibility of the Proposer to carefully review the RFP and Agreement in their entirety to understand the complete scope of services and contract requirements.

2.3 **Agreement Term**

Unless earlier terminated in accordance with Section 42.0 of the Agreement, the Initial Term shall be for a [NUMBER OF YEARS] year period commencing on [DATE] and remaining in effect through [DATE].

The City may, at its sole discretion, specify one or more Optional Renewal Term(s) with a combined total length of not more than [NUMBER OF YEARS] years such that the combined total Agreement Term including the Initial Term and the Optional Renewal Terms(s) shall not exceed [NUMBER OF YEARS]. The City shall notify the Contractor in writing of any Optional Renewal Term at least one hundred eighty (180) days prior to the commencement date of the Optional Renewal Term. Unless otherwise agreed in writing, the Optional Renewal Term(s) shall be on the same terms and conditions as the original Agreement, as amended.

[Reference: Section 7.0 of the Agreement]

2.4 **Overview of Stages of Procurement and Implementation**

The City will carry out the procurement and implementation of the Services in accordance with the following stages.

Stage 1 – RFP Procurement Process

The RFP procurement process is the competitive procurement process by which the City will receive and review Proposals, rank the submittals and seek to negotiate an Agreement with a Selected Proposer.

Stage 2 – Implementation of the Service Agreement

At the completion of Stage 1, the City will request final authority from City Council to execute an Agreement with the Selected Proposer on final terms and conditions as approved by City Council.

3.0 DEFINITIONS

The following terms have the following meanings when used in the RFP Documents. Terms that are capitalized throughout the RFP but are not defined in this section of the RFP shall have the meanings ascribed in Section 2.1 of the Agreement.

- A. Addendum (pl. Addenda) – shall mean any written revisions, clarifications or other supporting documentation on the RFP Documents issued by the City during the RFP Process and becoming incorporated into the RFP documents by reference pursuant to Section 6.4.
- B. Agreement – shall mean any contractual agreement between the City and a Contractor resulting from this RFP.
- C. Contractor– shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor’s assignees and subcontractors.
- D. Contract Award – shall mean final authorization by City Council to award a contract for Services to a Selected Proposer.
- E. Contract Rates – shall mean the unit prices proposed for Services in the Financial Proposal (Form 3), or as otherwise agreed to by the City and Contractor(s) in any Agreement developed as a result of this RFP.
- F. Draft Agreement – shall mean the Draft Agreement provided as Exhibit B.
- G. Evaluation Committee – shall mean the group of individuals selected by the City to evaluate RFP Submissions as described in Section 6.14.
- H. Financial Proposal – shall mean the pricing submitted by a Proposer in response to the RFP as submitted on Form 3 or as amended by the parties during negotiations.
- I. Purchasing Manager– shall mean the City representative responsible for purchasing of goods or services that serves as the sole point of contact for Proposers pursuant to Section 6.5.
- J. Proposal – shall mean an offer to provide services submitted in response to this RFP including the Proposer’s initial submission, Best-and-Final-Offer(s) (BAFO) or other written correspondence and amendments submitted by a Proposer during negotiation.
- K. Proposal Acceptance Period – shall mean the minimum 180-day period after the Submission Deadline when the Proposer’s Financial Proposal remains valid as further described in Section 6.9.
- L. Proposer – shall mean a firm or entity submitting a Proposal in response to this RFP including all members of the Proposer team including individual persons or subcontractors.

- M. Question Submission Deadline – shall mean the deadline to submit questions on the RFP Process pursuant to Section 6.1.
- N. RFP Documents – shall mean all documents included in the RFP as described in Section 6.3.
- O. RFP Process – shall mean the procurement process to select a Contractor to provide services in accordance with this RFP.
- P. Selected Proposer – shall mean a Proposer selected to enter into negotiations with the City in accordance with the terms and conditions of this RFP.
- Q. Submission Deadline shall mean the date and time that Proposal submissions are due in accordance with Section 6.1 or as amended in writing by the City through an Addendum to the RFP.
- R. Technical Proposal shall mean all parts of a Proposal excluding the Financial Proposal.
- S. City’s Representatives – shall mean any of the City’s advisors or any other employees or representatives of the City.

4.0 BACKGROUND

4.1 Verification of Information

This section provides background information about existing demographics and solid waste management programs and services in the City and is provided for the reference and convenience of Proposers only. Proposers are responsible to independently research all information used to inform their Proposals. The City does not guarantee the completeness or accuracy of any information provided in the RFP Documents and will not be responsible for consequences of any reliance upon it by any Proposer.

4.2 City Information

The City of [CITY NAME] is located at [CITY LOCATION DESCRIPTION: CLOSEST METROPOLITAN AREA, WHICH COUNTIES, APPROXIMATELY SQUARE MILES OF CITY]. The City is bordered by the Cities of [BORDER CITIES] and by sections of unincorporated [COUNTY(IES)]. A regional map showing the current City limits, a street map, and maps of current collection days and routes are provided in Exhibit A. The City's current waste collection routes cover [NUMBER OF MILES].

The City's population [INCREASED/DECREASED] from [STARTING POPULATION SIZE] to [ENDING POPULATION SIZE] between the [YEAR] and [YEAR] U.S. Censuses. According to recent estimates from the City's Planning Division, the population is expected to increase from approximately [CURRENT POPULATION SIZE] as of [CURRENT YEAR] to an ultimate buildout population of approximately [POPULATION INCREASE PROJECTION] residents within the next [NUMBER OF YEARS]. Additional information about the City's projected future growth can be obtained from the City's official planning documents, which are available at the following internet address.

[CITY URL, PLANNING]

Current estimated household counts by dwelling type are provided in Table 4-2.

Table 4-2: Household Counts by Dwelling Type as of [YEAR]

Dwelling Type	Number of Units
Single Family	[NUMBER]
Duplexes and Apartments	[NUMBER]
Mobile Homes	[NUMBER]

The Proposer's ability to manage projected growth is a key consideration for the City. As further described in Section 4.08.10, the Proposer shall submit with their Proposal a detailed plan describing how they will provide additional vehicles, fleet parking, maintenance facilities, staffing and other resources required throughout the Agreement Term to manage projected future growth.

4.3 Existing Residential Curbside Collection Services

Residential Collection Services are currently provided by [HAULER NAME]. A summary of existing curbside collection material types, collection frequencies, and other key program information is provided in Table 4-3. Additional information about existing City curbside collection programs is available on the City's website.

Table 4-3: Existing Residential Services Summary

Residential Service	Description
Trash	<ul style="list-style-type: none">• [BASE RATE]• [COLLECTION FREQUENCY]• Basic service includes one [SIZE OF CART]• Customers may have extra Cart(s) for an additional fee
Recycling	<ul style="list-style-type: none">• [BASE RATE]• [COLLECTION FREQUENCY]• Basic service includes one [SIZE OF CART]• Customers may have extra Cart(s) for an additional fee
Yard Waste	<ul style="list-style-type: none">• [BASE RATE]• [COLLECTION FREQUENCY]• Bundled limbs and brush with bundles not exceeding fifty (50) pounds or four (4) feet in length with no limbs exceeding six inches in diameter• Leaves and grass clippings in brown kraft paper bags
Bulky Waste	<ul style="list-style-type: none">• [BASE RATE]• [COLLECTION FREQUENCY]• 4 CY limit per set-out
Household Hazardous Waste	<ul style="list-style-type: none">• [BASE RATE]• [COLLECTION FREQUENCY]• 4 CY limit per set-out

The current contractor's rate effective [DATE] for basic residential service as described in Table 4-3 is [COST] per household per month plus [COST] per month for each additional Trash Cart and [COST] per month for each additional Recycling Cart. These are the rates charged to the City by the contractor and include the cost of Collection, [Select all that apply: Processing, Disposal, and supply and maintenance of Carts].

4.3.1 Estimated Curbside Residential Households

As of [DATE], the City provided Residential Curbside Collection Service to [NUMBER OF HOUSEHOLDS] households. Base residential service includes one Trash Cart and one Recycling Cart per household with additional Carts available for a fee. Table 4-4 provides additional detail on the number of households that pay for additional Trash or Recycling Carts above the standard service level.

Table 4-4: Residential Trash and Recycling Carts per Household

Carts per Household	Trash		Recycling	
	Number of Households	Total Carts	Number of Households	Total Carts
1	[#]	[#]	[#]	[#]
2	[#]	[#]	[#]	[#]
3	[#]	[#]	[#]	[#]
4	[#]	[#]	[#]	[#]
5	[#]	[#]	[#]	[#]
6	[#]	[#]	[#]	[#]
7	[#]	[#]	[#]	[#]
8	[#]	[#]	[#]	[#]
Total	[#]	[#]	[#]	[#]

The Contractor shall provide Curbside Collection Service to all current and future single-family residences within the limits of the City as may be amended from time to time.

4.3.2 Residential Curbside Tonnage

Monthly curbside tonnages are summarized by material type for the one-year period from [DATE] through [DATE] in Table 4-5.

Table 4-5: Monthly Residential Curbside Tonnage by Material Type

Month	Trash	Recycling	Yard Waste	Bulky Waste	Household Hazardous Waste
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]

Month	Trash	Recycling	Yard Waste	Bulky Waste	Household Hazardous Waste
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
[MONTH, YEAR]	[#]	[#]	[#]	[#]	[#]
Total	[#]	[#]	[#]	[#]	[#]

4.3.3 Alley Services

The Contractor shall provide Collection Services in alleys at no additional cost to the City. In residences where the designated collection location is in an alley, **Trash**, **Recycling**, and **Yard Waste** collection shall be provided in the alley and **Bulky Waste Collection** and **Household Hazardous Waste** shall be provided in front. The Contractor may need to modify equipment or operations if its regular collection vehicles are unable to safely operate in alleys. The Contractor shall make a careful examination of all streets and alleys and ensure that the equipment selected allows for full and complete performance of Services under the Agreement. Table 4-6 provides additional information on the number and location of homes where Residential Curbside Collection Services are currently provided in alleys.

Table 4-6: Current Alley Service Units

Collection Day	Street	Number of Homes
[DAY OF WEEK]	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
[DAY OF WEEK] Total		[#]
[DAY OF WEEK]	[STREET NAME]	[#]
	[STREET NAME]	[#]

	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
	[STREET NAME]	[#]
[DAY OF WEEK] Total		[#]
Grand Total		[#]

If additional developments are approved with alleys in the future the Contractor shall provide service to the new alley units at Contract Rates with no additional cost to the City.

4.3.4 Disabled Carry-out Service

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor at no additional cost. There are currently [#] homes approved for Disabled Carry-out Service.

4.4 Existing Commercial Collection Services

[HAULER NAME] currently provides Commercial Collection Services as part of the same contract for Residential Services. Commercial Collection Services include Commercial, industrial, institutional, and Multi-family Complexes and construction projects. The number of Commercial customers fluctuates as the City continues to grow. Commercial Services are currently provided through a combination of Front Load Containers, Commercial Carts, Compactors, and Roll-Off Containers. The Contractor shall provide Commercial Collection Services to all current and future Commercial Customers at a level requested by the Customer including Recycling Collection Services upon request.

4.4.1 Commercial Cart Service

As of [DATE], [QUANTITY] Commercial Trash customers and [QUANTITY] Commercial Recycling Customers were receiving service using [CART SIZE] Carts. Additional details are provided in Table 4-7.

Table 4-7: Summary of Commercial Trash and Recycling Carts Accounts

	Trash	Recycling
--	-------	-----------

Number of Containers	Number of Accounts	Total Carts	Number of Accounts	Total Carts
1	[#]	[#]	[#]	[#]
2	[#]	[#]	[#]	[#]
3	[#]	[#]	[#]	[#]
4	[#]	[#]	[#]	[#]
5	[#]	[#]	[#]	[#]
6	[#]	[#]	[#]	[#]
7	[#]	[#]	[#]	[#]
8	[#]	[#]	[#]	[#]
9	[#]	[#]	[#]	[#]
10	[#]	[#]	[#]	[#]
11	[#]	[#]	[#]	[#]
12	[#]	[#]	[#]	[#]
13	[#]	[#]	[#]	[#]
Total	[#]	[#]	[#]	[#]

The current contractor's rates charged to the City effective [DATE] exclusive of City administrative/franchise fees for once-per-week **Commercial Trash Cart Service** is [COST] per month plus [COST] per month for each additional Cart. The monthly rate for **Commercial Recycling Carts** is [COST] per month plus [COST] per month for each additional Recycling Cart. These rates include the cost of Collection, [Select all that apply: Processing, Disposal, and supply and maintenance of Carts] but exclude [Select all that apply: Processing, Disposal and supply and maintenance of Carts] which are paid directly by the City.

4.4.2 **Front Load Commercial Service**

Table 4-8 and Table 4-9 present service frequency information for Front Load Trash and Recycling Containers in service as of [DATE]. Container counts vary over time as Commercial activity in the City grows and changes.

Table 4-8: Commercial Front Load Trash Containers

Container Size	Number of Containers						Total
	Weekly Collection Frequency						
	1	2	3	4	5	6	
3 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
4 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]

6 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
8 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
10 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
2 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
3 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
4 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
6 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
8 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
Total	[#]	[#]	[#]	[#]	[#]	[#]	[#]

Table 4-9: Commercial Front Load Recycling Containers

Container Size	Number of Containers						Total
	Weekly Collection Frequency						
	1	2	3	4	5	6	
3 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
4 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
6 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
8 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
10 CY	[#]	[#]	[#]	[#]	[#]	[#]	[#]
2 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
3 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
4 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
6 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
8 CY Compacted	[#]	[#]	[#]	[#]	[#]	[#]	[#]
Total	[#]	[#]	[#]	[#]	[#]	[#]	[#]

Table 4-10 and Table 4-11 present Commercial rates charged to the City by the current contractor for Trash and Recycling Front Load Container service. These rates exclude City administrative/franchise fees and include Disposal and Processing.

Table 4-10: Current Rates, Monthly Front Load Trash Collection Service

Container Size	Number of Containers					
	Weekly Collection Frequency					
	1	2	3	4	5	6
3 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
4 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
6 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
8 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
10 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
2 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
3 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
4 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
6 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
8 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

Table 4-11: Current Rates, Monthly Front Load Recycling Collection Service

Container Size	Number of Containers					
	Weekly Collection Frequency					
	1	2	3	4	5	6
3 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
4 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
6 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
8 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
10 CY	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
2 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
3 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
4 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
6 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]
8 CY Compacted	[\$]	[\$]	[\$]	[\$]	[\$]	[\$]

4.4.3 Commercial Roll-Off Service

Table 4-12 presents the number of Commercial Roll-Off Container hauls for Trash, including permanent, temporary, compacted and uncompacted units.

Table 4-12: Annual Number of Roll-Off Container Hauls

Roll-Off Size	Type	[YEAR] Hauls
12 CY	Open Top	[#]
20 CY	Open Top	[#]
30 CY	Open Top	[#]
40 CY	Open Top	[#]
32 CY – 37 CY	Self-Contained Compactor	[#]
40 CY	Stationary Compactor	[#]

Table 4-13 presents rates charged by the current contractor to the City for Commercial Roll-Off Container Service. These rates include Disposal and exclude City administrative/franchise fees.

Table 4-13: Commercial Roll-Off Container Rates

Roll-Off Container Type	Rate per Haul ^{1,2,3}	
	Weekday	Weekend
Uncompacted		
20 CY, Uncompacted	[\$]	[\$]
30 CY, Uncompacted	[\$]	[\$]
40 CY, Uncompacted	[\$]	[\$]
Compacted		
15 CY, Compacted	[\$]	[\$]
20 CY, Compacted	[\$]	[\$]
30 CY, Compacted	[\$]	[\$]
35 CY, Compacted	[\$]	[\$]
40 CY, Compacted	[\$]	[\$]
42 CY, Compacted	[\$]	[\$]

1. Additional charge for delivery / exchange of [\$] (weekday) or [\$] (weekend).
2. Additional rental charge of [\$] per week (temporary accounts) or [\$] per month (permanent accounts).
3. All per-haul rates include up to [#] tons of Disposal. Disposal exceeding [#] tons charged at [\$] per ton.

Table 4-14 presents rates charged by the current contractor for Roll-Off Container Service to residential properties which is treated as commercial. These rates include Disposal and exclude City administrative/franchise fees.

Table 4-14: Roll-Off Rates to Residential Properties

Service	Rate per Haul ¹	
	Weekday	Weekend
Uncompacted		
12 CY, Uncompacted – Includes, Delivery, 1-Week Rental, and 1 Haul	[\$]	[\$]
Additional Hauls	[\$]	[\$]

1. Additional weeks of rental charged at [\$].
2. All per-haul rates include up to [#] tons of Disposal. Disposal between [#] tons and [#] tons charged at [\$] per ton. Disposal exceeding [#] tons charged at [\$] per ton.

4.5 **City Facilities**

The Contractor shall be required to provide **Trash and Recycling Collection Services** at City Facilities and City Events at the Contract Rates for Commercial Services. The City may increase levels of service or designate additional City facilities or City events at its sole discretion in accordance with Section 4.07.22.

4.5.1 **City Facilities**

Table 4-15 provides a list of current expected service levels at City Facilities.

Table 4-15: Estimated Service Requirements for Existing City Facilities

Facility Name	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				
[FACILITY NAME]	[ADDRESS]				

4.6 **City Events and Special Projects**

The City may request up to [#] Roll-Off Containers per year to support City projects such as storm debris or litter clean up at no additional cost to the City. The Contractor shall supply hauling and Disposal of the materials collected in these Roll-Off Containers. The City may rent additional roll-offs or other equipment at the Contractor's rental rates as further described in Section 7.23.

5.0 GENERAL CONDITIONS OF RFP PROCESS AND TERMS OF CONTRACT

By submitting a Proposal, the Proposer accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

5.1 Proposal Submission

The City encourages all Proposals to be submitted electronically using [Software Platform] which is available on the City's website at the following address.

[CITY URL]

However, the City will also accept paper proposals, if received at the following location by the due date and time specified in Section 6.1.

Delivery Address

(if delivered in person, or if sent by
UPS, FedEx or other express mail)

[CITY NAME]

Attn: [POSITION TITLE]

[CITY ADDRESS]

Mailing Address

(if sent by US Mail)

[CITY NAME]

Attn: [POSITION TITLE]

[CITY ADDRESS]

Paper Proposal submissions shall include at least one (1) original and one (1) copy, and one (1) electronic copy in PDF format on USB submitted in a sealed envelope with the RFP number and the Proposer's name and address clearly indicated on the front of the envelope.

The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the Post Office by City mail employees and delivered to the Purchasing Division by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time.*** Late submittals will be rejected as non-responsive.

Proposals shall be limited to one hundred (100) 8-1/2" X 11" pages printed on one side only using a font size no smaller than eleven (11) point and one-inch margins. The page limit includes the cover letter and title page but does not include the RFP Forms. If a Proposal is larger than the page limits described above or has a font of less than eleven (11) point it may be deemed non-responsive and disqualified pursuant to Section 6.16 of the RFP. Whether submitting via Ion Wave or as a paper proposal, Proposer shall submit one searchable pdf version of the Proposal.

Proposals shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. All Proposals are subject to the terms and conditions of this solicitation. Material deviations from the terms and conditions that are not indicated in Proposer's submittal of the Exception Form (Form 8), or failure to meet the City's minimum requirements, may render the Proposal non-responsive to this RFP.

Failure to submit all required documents in accordance with Section 8.0 of the RFP may result in the proposal being declared non-responsive. The City reserves the right to reject any and all Proposals.

A responsive Proposal shall substantially conform to, and fulfill, the minimum requirements of this RFP. Proposals containing any clause that would limit contracting authority may be considered non-responsive. An example of a proposal that would limit contracting authority is one made contingent upon award of other bids or proposals currently under consideration.

5.2 Late Proposals

Proposals must be in the office of the Purchasing Manager before or at the specified time and date proposals are due pursuant to Section 6.1 of the RFP. Proposals received in the office of the Purchasing Manager after the Submission Deadline shall be rejected as non-responsive proposals.

5.3 Withdrawal of Proposals

Proposals may be withdrawn before the opening date by submitting a written request for its withdrawal to the Purchasing Manager pursuant to Section 6.5 or using the [\[Software Platform's\]](#) retraction feature.

Proposals may not be withdrawn or cancelled by the Proposer for a period of one hundred eighty (180) days following the Submission Deadline unless otherwise agreed upon by the City and Proposer in writing.

5.4 Amendment of Proposals

A Proposer may amend its Proposal after submission but only if the Proposal has first been withdrawn and is subsequently resubmitted on or before the Submission Deadline.

5.5 Proposal Irrevocability

Except as subject to the Proposer's right to withdraw a Proposal prior to the Submission Deadline in accordance with Section 5.3, the Proposal shall be irrevocable and shall remain in effect and open for acceptance for the entire Proposal Acceptance Period in accordance with Section 6.9 of the RFP.

5.6 Authorized Signatures

The Proposal must be executed personally by a duly authorized partner of the Proposer's partnership or duly authorized officer of the Proposer's corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Proposer shall accompany the Proposal to become a valid offer.

5.7 Proposer Costs

All costs and expenses directly or indirectly related to any aspect of a Proposer's participation in this RFP shall be the sole responsibility of and shall be borne solely by the participating Proposer, including, but not limited to, all costs and expenses related to the Proposer's involvement in

- A. The preparation, presentation, and submission of its Proposal
- B. Attendance at the optional pre-proposal conference or any other, meeting with the City
- C. Due diligence and information gathering processes

- D. Responding to questions or requests for information from the City
- E. Submitting questions or requests for information from the City
- F. Negotiations
- G. Any other costs.

5.8 Tax Exempt Status

The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the prices included in Form 3 (Financial Proposal) shall be net exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal prices shall not include taxes.

5.9 Proprietary Data

Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contains proprietary information, including manufacturing and/or design processes exclusive to the Proposer by highlighting and clearly and conspicuously marking "Trade Secret" or "Confidential" on each page where confidential information is provided. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not clearly marked.

The City will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts. If a request is made under the Texas Public Information Act to inspect information designated in a proposal as trade secret or confidential, the Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General Open Record Division for final determination through its e-filing system at

<https://www.texasattorneygeneral.gov/open-government/governmental-bodies/submit-documents-online-using-efiling>

or to the following address:

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, TX 78711

Trade secrets and confidential information contained in a Proposal are subject to the Texas Public Information Act. Pricing is not confidential information. A Proposal in its entirety is not confidential. Proposer agrees to protect the City from claims involving infringements of patents and/or copyrights by submission of a Proposal to this RFP.

5.10 Waiver of Claims

Each Proposer by submission of a Proposal to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Proposers. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique set out in this RFP. In this regard, Proposer acknowledges that the selection process and evaluations of proposals submitted constitute public

information under Texas law and Proposer waives any claim it has or may have regarding any information contained in or derived from such evaluations.

5.11 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Proposer agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City, County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.12 Purchase Orders and Payment

A purchase order(s) shall be generated by the Purchasing Manager and issued to the Contractor. The purchase order number must appear on all invoices. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the Purchasing Manager for which a valid invoice that meets the requirements of Section 47.0 of the Draft Agreement is provided.

All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by the Contractor and the Purchasing Manager.

5.13 Letter of Credit or Performance Bond

Upon Contract Award, the Contractor shall be required to provide the City with a letter of credit or performance bond meeting the criteria set forth in the Draft Agreement. Proposers shall submit a letter from their bank or surety with their Proposals confirming their ability to obtain a letter of credit or performance bond in the specified amount if awarded a contract resulting from this RFP in accordance with Section 8.9 of the RFP.

[Reference: Section 40.0 of the Draft Agreement]

5.14 Agreement Incorporation

Any Agreement developed as a result of this RFP may include the RFP, the Proposal, and such other terms and conditions as the parties may agree.

5.15 Cooperative Purchasing

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this Agreement. In the event any other entity participates, all purchase orders will be issued directly from the entity requiring supplies/services and shipped directly to the Contractor. Each entity reserves the right to determine their participation in this Agreement. Proposers shall indicate in the space provided on Form 1 whether they agree to offer the proposed services to other governmental entities based on the same terms, conditions, specifications, and pricing through [cooperative purchasing](#).

If a Proposer agrees to extend the resulting Agreement to other governmental entities, then those other governmental entities will be eligible, but not obligated, to purchase goods and services under any Agreements(s) resulting from this RFP. All purchases by governmental entities other than the City will be billed directly to that governmental entity and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. In addition, the letter of credit or bond provided pursuant to Section 40.0 of the Draft Agreement shall not be used to satisfy the requirements of any other governmental entity. Each governmental entity will order its own goods and services as needed.

5.16 Invoicing

The Contractor shall invoice the City for **Residential Collection Services** on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. **The City shall also deduct franchise fees from the Contractor's invoice if applicable.**

The Contractor's shall invoice **Commercial Customers** based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any **Additional Brush and Bulky Waste Collection Services** that are requested in accordance with Section 7.18. Within ten (10) days of the end of each month, the Contractor shall remit to the City a statement of all fees invoiced for **Commercial Collection Services** and **Additional Bulky Waste Collection Services** performed during that month. The City shall deduct the franchise fee payable on **Commercial Collection Services** and **Additional Brush and Bulky Waste Collection Services** from its payment to the Contractor for **Residential Collection Services**.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 7.0.

[Reference: Section 47.0 of the Agreement]

5.17 Venue

Any Agreement developed as a result of this RFP shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to any Agreement developed as a result of this RFP, venue for such action shall lie in state courts located in [COUNTY NAME], Texas or the United States District Court for the [COURT DISTRICT]. The Service is performable in [COUNTY NAME] and [COUNTY NAME], Texas. Venue shall lie exclusively in [COUNTY NAME], Texas or in counties that are directly adjacent to [COUNTY NAME], as required to perform the Service(s).

5.18 Exclusive Franchise and Franchise Fee

For the term of any Agreement developed as a result of this RFP, the City shall grant the right, privilege, and franchise to collect **Trash, **Program Recyclable Materials**, **Brush and Bulky Waste**, and **Yard Waste** on an exclusive basis as part of Collection Services. The Contractor shall remit franchise fees equal to [#] percent ([#]%) of gross receipts for **Commercial Services** pursuant to Section 6.0 of the Agreement.**

The City reserves the right to implement a food waste diversion program at a future date. The Contractor hereby agrees that the City may enter Agreements with other service providers for food waste collection, and that such Agreements would not violate their exclusive franchise for Trash collection.

[Reference: Section 6.0 of the Agreement]

5.19 Termination

Any Agreement developed as a result of this RFP shall remain in effect until the Agreement expires or is terminated for cause by the City by written notice to the Contractor. The City may terminate the Agreement for cause in accordance with Section 42.0 of the Agreement.

[Reference: Section 42.0 of the Agreement]

5.20 Change Orders

No different or additional terms will become part of any Agreement developed as a result of this RFP with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Agreement. All change orders to the Agreement will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the Contractor.

5.21 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained therein.

5.22 Injuries or Damages Resulting from Negligence

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Agreement which may result from award. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

[Reference: Section 48.1 of the Agreement]

5.23 Conflict of Interest

The City requires ethical behavior and compliance with the law from all individuals and companies with whom it does business. For the purposes of this RFP, a conflict of interest includes any perceived, potential, or actual situation where, in relation to the RFP or potential Agreement resulting from this RFP, the Proposer, or any officer, employee, agent or representative of the Proposer

- A. Has other commitments, relationships, or financial interests that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgement by any of the City's employees, officials, or representatives.
- B. Could or could be seen to compromise, impair, or be incompatible with the effective performance of a Proposer's obligations under the Agreement if that proposer were selected for award of the Contract.

- C. Has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process or award of any Agreement.

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City. The form is available online at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. Failure to complete Form CIQ will result in the disqualification of the Proposer, in accordance with Section 6.16 of the RFP.

By law, this questionnaire must be filed with the [CITY ADDRESS], not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Texas Local Government Code. By submitting a Proposal to this RFP, the Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If a Proposer has questions regarding compliance with Chapter 176, the Proposer should consult its own legal counsel.

No public official shall have any interest in this Agreement, in accordance with the Texas Local Government Code. If a Proposer, or any officer, employee, agent or representative of the Proposer, discovers any conflict of interest, the Proposer shall promptly disclose the conflict of interest to the City in a written statement to the Purchasing Manager. At the request of the City, the Proposer shall provide the City with the Proposer's proposed means to mitigate and minimize to the greatest extent practicable any conflict of interest. The Proposer shall submit any additional information to the City that the City requests and considers necessary to properly assess the conflict(s) of interest.

The City may, at its sole discretion, exclude from the RFP Process any Proposer or officer, employee, agent or representative of the Proposer on the grounds of such conflict of interest.

The City may, at its sole discretion, waive any and all conflicts of interest. A waiver may be upon such terms and conditions as the City, at its sole discretion, requires to satisfy itself that the conflict of interest has been appropriately managed, mitigated and minimized, including requiring the Proposer to put into place such policies, procedures, measures and other safeguards as may be required and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such conflict of interest.

5.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added Section 2252.908 of the Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered on or after January 1, 2016.

The Texas Ethics Commission ("Commission") has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City.

[City Name]
RFP No. [###]

The City must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the effective date of the Agreement. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City.

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

5.25 Insurance Requirements

The Contractor shall be subject to the insurance requirements set forth in Section 37.0 of the Agreement. The Contractor shall obtain coverage for each required insurance for the duration of any Agreement developed as a result of this RFP and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. All General Liability and Business Auto Policies should name the City as an Additional Insured by endorsement.

[Reference: Section 37.0 of the Agreement]

6.0 RFP PROCESS AND EVALUATION CRITERIA

6.1 Schedule of Events

The deadlines for submission of a proposal and the general schedule of events for the RFP Process are provided in Table 6-1. The City may amend the schedule of events at its sole discretion including:

- A. At any time before the Submission Deadline for events that are to occur on or before the Submission Deadline, including the Submission Deadline itself.
- B. At any time in the RFP Process for events that are to occur after the Submission Deadline.

Table 6-1: Preliminary Schedule of Events

Event	Date or Deadline	Example Timeline	Description
RFP Release Date	[DATE & TIME]	Day 1	City releases RFP to solicit Proposals from qualified firms
Pre-proposal Conference	[DATE & TIME]	Week 1	Optional, virtual pre-proposal conference
Question Submission Deadline	[DATE & TIME]	Week 2	Questions received before the Proposer Question Submission period will be reviewed and responded to as an addendum to the RFP
Deadline to Issue Addenda	[DATE & TIME]	Week 6	Deadline for City to issue addenda
Submission Deadline	[DATE & TIME]	Week 8	Proposers must submit Proposals by this deadline, unless amended in writing by the City through an addendum. Proposals received after the deadline will be rejected and returned unopened.
Proposal Opening Date	[DATE & TIME]	Week 8	City opens Proposals and reads names of Proposers aloud immediately following the proposal submission deadline. Proposers may witness proposal opening via online meeting.
Interviews	[DATE & TIME]	Month 2-3	The City may request interviews with Proposers to discuss their Proposal submissions and seek any required clarifications
Negotiations	[DATE & TIME]	Month 3	See Section 6.15.6

Event	Date or Deadline	Example Timeline	Description
Recommendation of Award Made to City Council	[DATE & TIME]	Month 3	City staff obtain Council authorization to execute an Agreement.
Service Commencement Date	[DATE & TIME]	Month 12	Commencement date of Services under the Agreement

The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award the fully negotiated contract or reject all proposals, all Proposals submitted are available for public review.

Proposals duly received will be publicly acknowledged at an official public opening in such a manner that does not disclose the contents of the Proposals. All names of Proposers shall be read publicly at Proposal Opening Date as shown in Table 6-1. Proposers are invited to attend the Proposal opening via video conference at the following internet address.

[MEETING URL]

Dialing Information by [PHONE NUMBER] [LOCATION]
Location:

6.2 Optional Pre-Proposal Conference

A virtual pre-proposal conference will be conducted [DATE & TIME]. The conference will be held at the following internet address.

[MEETING URL]

Dialing Information by [PHONE NUMBER] [LOCATION]
Location:

Proposers will be permitted to orally present questions and request clarifications of the RFP or RFP Process during the pre-proposal conference and may receive oral responses from the City. However, a Proposer shall not interpret any verbal responses to questions to constitute a change(s) to the RFP Documents. Any changes to the RFP Documents shall only be by way of written addendum, as described in Section 6.4 of the RFP.

6.3 RFP Documents and Document Distribution

The RFP Documents include:

- A. The RFP main document
- B. Exhibit A – Forms
- C. Exhibit B – Draft Agreement
- D. Exhibit C – Maps

E. Addenda to the RFP Documents, if any.

All RFP Documents shall be read as a whole. The Exhibits and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference. The City may add, amend or supplement the RFP Documents.

The City will distribute all RFP Documents, including any Addenda, and City responses to Proposer Question Submissions, by making them available on the City's website as described in Section 6.5 of the RFP.

6.4 Addenda to the RFP Documents

The City may, at its sole discretion, amend or supplement the RFP Documents as provided in Section 6.4 of the RFP. The City shall issue changes to the RFP Documents by written addenda only. No other statement, whether oral or written, made by employees, officials, or representatives of the City or any other person, shall amend the RFP Documents. The City may issue Addenda at any time up to forty-eight (48) hours before the Proposal Submission Deadline.

Addenda to the RFP Documents issued by the City will be provided to all Proposers via posting on the City's website. So long as the Proposer has registered with the City and selected a United Nations Standard Products and Services Code (UNSPSC) code that this RFP has been issued under, Proposers will be notified by email that an addendum has been issued. Notification to Proposers by the City that RFP Documents have been added to or amended and posted to the City's website will only be provided notification by email if the Proposer has registered with the City. Proposers are solely responsible for regularly checking the City's website throughout the RFP Process to ensure that they have reviewed all documents prior to submittal of Proposals.

Proposers must complete the Acknowledgement of Addenda Form (Form 5). Failure to acknowledge all addenda may result in disqualification of the Proposer, in accordance with Section 6.16 of this RFP.

6.5 RFP Procedural and Content Clarifications

All questions regarding the meaning or intent of these documents shall be via the questions tab in the eProcurement system. The City, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through the City's eProcurement system.

Proposers shall submit all communications regarding the RFP Documents or the RFP Process in written form by hand delivery or e-mail to the Purchasing Manager.

A. Via hand delivery to:

Purchasing Manager

[CITY ADDRESS]

B. Via e-mail to: [CITY EMAIL]

Please note, if an e-mail confirming receipt of your e-mail is not received within one (1) business day, please contact the Purchasing Manager to verify receipt of your question.

No other interpretations or clarifications shall have any legal effect.

All written questions shall clearly identify the Proposer's name and the RFP number on the document or if sent by an e-mail on the subject line. For example: In Attention: [Proposer name] and [Solicitation RFP [####] Solid Waste and Recycling Collection Services], in the subject line of an e-mail. If the Proposer's name and the Solicitation number is not included as specified above, the questions may not be answered.

Proposers making phone calls or other oral inquiries regarding RFP Documents, the RFP Process, or Proposals, except as permitted during the optional pre-proposal conference, will be referred to the Purchasing Manager. The Purchasing Division will only instruct Proposers to submit their inquiry electronically in writing. The City will respond to all questions received before the Question Submission Deadline. The City may decide to respond or not to respond to questions received after the Question Submission Deadline. The City reserves the right not to answer questions received at any time that it deems to be ambiguous, unclear, or frivolous at its sole discretion.

Interpretations, corrections, or changes to the RFP Documents made in any other manner are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of any Agreement are not binding pursuant to Section 6.2 of the RFP.

Any material information given to one Proposer concerning the RFP Documents will be furnished by an addendum posted on the City's website under the corresponding Solicitation number pursuant to Section 6.4 of the RFP.

6.6 Proposer to Make Own Examination

It is the responsibility and obligation of each Proposer to examine the RFP in its entirety and seek clarification or additional information, through submission of a question to the City regarding any matter the Proposer considers to be unclear before the Question Submission Deadline. The City assumes no responsibility for any misunderstanding by a Proposer of information contained in this RFP, addenda to this RFP, responses to Proposer Question Submissions, or any other pertinent documents or information provided by or communication made by the City regarding the RFP, RFP Documents, and RFP Process.

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

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

6.7 Errors or Omissions

Proposers are expected to examine all RFP Documents and will not be allowed to take advantage of any error, omission, ambiguity, or inconsistency in the RFP Documents. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the City in writing, directing communications to the Purchasing

Manager, of such error or omission it discovers. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.

Upon notification or identification of any error, omission, ambiguity, or inconsistency, the City may, at its sole discretion, choose to issue an addendum or addenda to the RFP in accordance with Section 6.4 of this RFP. Addenda shall be issued only for minor errors, omissions, ambiguities, or inconsistencies in the RFP Documents. If a major error, omission, ambiguity, or inconsistency is identified, the City reserves the right to void this RFP and re-solicit for proposals.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to bid opening. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge receipt of all addenda with submission of proposal pursuant in Form 5 (Acknowledgement of Addenda).

6.8 The City's Clarification and Verification of Proposals

The City may require the Proposer to

- A. Clarify or verify the contents of its Proposal or any statement made by the Proposer
- B. Require the Proposer to submit supplementary documentation clarifying or verifying any matters contained in its Proposal
- C. Acknowledge the City's interpretation of the Proposal, or any parts thereof

The City is not obligated to seek clarification or verification of any aspect of a Proposal or any statement by a Proposer, including any ambiguity in a Proposal or in a statement made by a Proposer.

Any written information received by the City from a Proposer as a Proposer Question Submission may, in the City's sole discretion, be considered as an integral part of the applicable Proposal.

6.9 Proposal Acceptance Period

By submission of its proposal, the Proposer acknowledges that it makes an offer that, if accepted in whole or in part by the City, constitutes a valid and binding Agreement as to any and all items proposed in writing to the City. The Proposal Acceptance Period is one hundred eighty (180) calendar days from the date of opening. The Proposal Acceptance Period may be extended by mutual agreement.

If the City wishes to extend the Proposal Acceptance Period, the City shall submit a request to extend the Proposal Acceptance Period to those Proposers whose Proposals, in the City's sole discretion, are still under consideration in the RFP Process. For greater clarity, the City may issue a request to extend the Proposal Acceptance Period at any point in the RFP Process.

6.10 Communication Restrictions

After release of this solicitation, Proposer contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or

written, with any members of the City Council, members of the RFP evaluation committee, interview, or selection panels, City staff or City's contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

6.11 **Exceptions to the RFP Documents**

Although the specifications in the RFP Documents represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and to evaluate alternatives. It is vital that the Proposer make clear where exceptions to the scope of services and technical specifications or draft Agreement and how the Proposer might provide alternatives. Therefore, when allowed, exceptions, conditions or stipulations to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as part of the Proposal on the Exception Form (Form 8). If the Proposer does not make clear that an exception is being taken and where that exception is being proposed, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.

Any Agreement developed as a result of this RFP may be based on the terms and conditions provided in Exhibit B. However, the City reserves the right to revise any of the Exhibits to reflect the negotiated terms and conditions. The Proposer shall indicate any exceptions to language provided in these exhibits in Form 9.

6.12 **Proposer Interviews**

The City may elect to conduct in-person interviews of Proposers in accordance with Section 6.15.5 of the RFP. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person. If the City elects to conduct interviews, interview dates and times will be coordinated with responsive Proposers before any Agreement is awarded.

6.13 **Evaluation Criteria**

To be considered for award, Proposers must demonstrate the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award as part of their Proposals, which will be evaluated on the criteria set forth in this section. To determine the Preferred Contractor(s), the City shall carry out the steps as described in Section 6.15 of the RFP.

The City maintains the right to award no Agreement solicited in the RFP and may exercise available extensions as part of its existing contracts, if deemed to be in the best interest of the City as determined by the evaluation process described in Section 6.15 of the RFP.

The RFP Submissions shall be evaluated based on the evaluation criteria and maximum number of points available provided in Table 6-2.

Table 6-2: Evaluation Criteria

Criteria	Maximum Points
Minimum Requirements	Pass/Fail
Experience and Qualifications	[# of Points]
Proposed Approach	[# of Points]
Financial Capacity	[# of Points]
Financial Proposal	[# of Points]
Total	[# of Points]

The following sections provide further descriptions of the criteria and the location of relevant chapters of the RFP Submissions that may be considered in the evaluation. Relevant chapters are provided for reference only, and Proposers must review the RFP in its entirety in developing their Proposals.

6.13.2 Minimum Requirements

Proposers shall provide references indicating that they have provided similar Service(s) that meets or exceeds the City's preferred minimum requirements as determined by this RFP in accordance with Section 8.9 and of the RFP. Meeting the City's minimum requirements shall be considered as a critical component of the evaluation of Technical Criteria as described in Section 6.15.2 of the RFP. The minimum criteria are scored on a pass-fail basis. Failure to provide proof of meeting the minimum requirements may result in disqualification of Proposals from further consideration at the City's sole discretion.

6.13.3 Experience and Qualifications

Proposer's experience and qualifications provided in accordance with Section 8.8 of the RFP shall indicate the Proposer's relevant company history and ownership, subcontractors, performance history, key personnel experience and qualifications with work of similar scope and complexity, and financial capacity to perform the work. Proposers with high levels of experience, qualifications and financial capacity shall be deemed most advantageous to the City.

6.13.4 Proposed Approach

Proposer's approach to providing Service(s) shall reflect the ability to meet the contract requirements in accordance with Section 7.0 of the RFP as demonstrated by the information provided in their Proposal. Proposers shall be evaluated on their demonstrated ability and resources to manage an operator transition and show the ability to implement and effectively manage Service for the term of any Agreement developed as a result of this RFP. The City shall consider key personnel, facilities, equipment and capability to provide consistent quality control and worker training and all other technical specifications required as described in Section 7.0 of the RFP.

Proposers may take exceptions to the scope of work and/or draft Agreement language as described in Section 6.11 by indicating them on the Exception Form (Form 8). The City shall consider the impact of exceptions to requirements set forth in this RFP, and points will be awarded based on the anticipated impact such exceptions would have on the City. Proposers with beneficial exceptions, minimal exceptions or no exceptions to the requirements set forth in this RFP shall be deemed most advantageous to the City. Rather than request exceptions, Proposers may also ask questions to the City before the Question Submission

Deadline to determine whether the City would potentially consider the matter in question prior to communicating it as an exception to requirements set forth in this RFP.

6.13.5 Financial Capacity

The City will evaluate evidence submitted by the Proposer demonstrating financial resources and a history of creditworthiness, strong financial profit and loss performance, ability to generate working capital, and current capacity to repay debt.

6.13.6 Financial Proposal

Costs provided shall be inclusive of all costs necessary to meet the requirements included in this RFP and shall be compared and evaluated for their competitiveness, reasonableness, and logically consistent relationship with proposed equipment, services, facilities, conditions, and operating assumptions. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option..

6.14 Evaluation Committee and Advisors

The City will establish an Evaluation Committee for the purpose of evaluating Proposals in accordance with the evaluation criteria described in Section 6.13. The City, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee and any sub-committees of the Evaluation Committee. The Evaluation Committee may be assisted by and receive advice from any of the City's advisors or any other employees or representatives of the City as non-voting members of the Evaluation Committee.

If a member of the Evaluation Committee or, if applicable, evaluation sub-committee becomes unable to continue serving on the Evaluation Committee or evaluation sub-committee before the completion of a step in the evaluation process the evaluation comments and scores of that individual, in respect of the uncompleted steps in the evaluation process only, shall be ignored. For greater clarity, if an Evaluation Committee or sub-committee member becomes unable to continue serving on the Evaluation Committee or a sub-committee after the full completion of a step in the evaluation process, the results of the completed steps of the evaluation process are unaffected and remain valid. Whether or not an Evaluation Committee or sub-committee member, in these circumstances, is replaced is in the sole discretion of the City.

6.15 Steps in the Evaluation Process

6.15.1 Step 1 – Compliance of Proposals

In Step 1 of the evaluation process, the City will open each Proposal and will review the contents thereof to assess whether it is in compliance with the terms and conditions as described in this RFP, including whether all documents required to be submitted have been appropriately submitted and whether the minimum requirements are met.

Each Proposer acknowledges and agrees that the City's evaluation of compliance with the RFP is not an evaluation of absolute compliance and that the City may waive failure to comply that, in the City's sole discretion, does not constitute a material deviation.

With the exception of a material deviation that has not been waived by the City, an omission or error in connection with the requirements of the RFP will not lead to the automatic rejection of the proposal concerned, provided, if requested by the City, the Proposer remedies the error or omission to the City's satisfaction within the time determined by the City, which must be at least one day following the date on which the Proposer receives a written request to that effect from the Purchasing Manager.

6.15.2 Step 2 – Review and Scoring of the Technical Criteria

In Step 2 of the evaluation process, the Evaluation Committee will evaluate and score the Technical Criteria of each proposal. Technical Criteria include content in the RFP Submissions related to evaluating the Minimum Requirements, Proposed Approach, and Experience and Qualifications. Only those Proposers that are compliant in Step 1 will be considered in Step 2 of the evaluation process.

6.15.3 Step 3 – Review and Scoring of the Financial Proposal

In Step 3 of the evaluation process, after the Technical Scores are completed and finalized, only those receiving 40 of the 60 available points from Technical Criteria shall move to the 3rd step. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option.

6.15.4 Step 4 – Short List

In Step 4 of the evaluation process, the Proposers with the highest scores will be placed on a short list to move to Step 5.

6.15.5 Step 5 – Interviews and Best and Final Offers

In Step 5 of the evaluation process the Evaluation Committee shall have the opportunity, at its sole discretion, to

- A. Request and schedule an interview from short list Proposers that has been selected to move forward as part of the evaluation process.
- B. Request that Proposers that have been interviewed submit a Best and Final Offer (BAFO) for one or more parts of the RFP Submission for the Evaluation Committee's review.
- C. Request written clarifications from Proposers based on the Evaluation Committee's review of the BAFO.
- D. Upon completing Proposer interviews and reviewing any BAFOs submitted, the Evaluation Committee shall adjust the scoring for short list Proposers as appropriate.
- E. The City may enter directly into negotiations with the higher-ranking short list Proposer as described in Step 6 and is under no obligation to request Proposer interviews or any BAFOs.

6.15.6 Step 6 – Negotiation and Contract Award

In Step 6 of the evaluation process, the City may elect to negotiate an Agreement with the highest scoring Proposer as determined by the Evaluation Committee. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and the Selected Proposer shall be submitted in written form and made part of the resulting Agreement. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without discussions. Therefore, initial proposals should contain the Proposer's best terms.

Should negotiations with the highest evaluated Proposer not produce an Agreement, the City reserves the right to begin negotiations with the second highest evaluated Proposer, and so on, until an acceptable Agreement is negotiated, or to break off negotiations with all firms and not award any Agreement. The City reserves the right to reject any and all proposals and is under no obligation to award an Agreement.

The responsibility for the final selection and award of an Agreement rests solely with the City Council. The City shall not be liable to any Proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations pursuant to Section 5.7 of the RFP and all Proposals shall remain valid and irrevocable until the expiration of the Proposal Acceptance Period.

6.16 General Evaluation and Disqualification Provisions

6.16.1 The City's Discretion in Determining Compliance, Scoring and Ranking

The City shall, in its sole discretion, determine

- A. The membership of the Evaluation Committee and any sub-committees of the Evaluation Committee
- B. Whether a Proposal is compliant
- C. Whether a failure to comply constitutes a material deviation
- D. Whether a Proposer's Proposal meets the minimum qualifications of this RFP
- E. The rankings of the Proposals and whether a Proposal is disqualified or will cease to be considered in the evaluation process.

The City's discretion in determining compliance, scores, ranking and disqualification of the Proposers and their proposal shall not be limited or restricted in any way. The City has the right, at any time and in its sole discretion, to consider in the evaluation of the proposals or in the exercise of any of the City's rights under this RFP:

- A. Any instances of poor performance by a Proposer that the City has experienced
- B. Any publicly available information about a Proposer that is, in the City's sole discretion, credible information.

Additionally, the City maintains the right to accept or reject any and all Proposals and re-solicit Proposals as it deems to be in the best interests of the City. If an Agreement is developed as a result of this RFP, it shall be

made to the Proposer who scores highest in the Proposal evaluation as determined by the City taking into consideration the evaluation criteria set forth in Section 6.13 of the RFP.

Once an Agreement is awarded, prices shall remain firm for the Agreement term except as otherwise stated in the Agreement. The Agreement shall commence on the date of award and continue until all terms and conditions are satisfied and complete.

6.16.2 Disqualification

The City may, in its sole discretion, disqualify a Proposer or reverse their decision to make an award (even if the award has already been made to a Selected Proposer under this RFP) at any time if:

- A. The Proposer contravenes RFP Section 6.10 of the RFP.
- B. The Proposer fails to comply with Applicable Law.
- C. The Proposal contains false or misleading information or a misrepresentation.
- D. The Proposer or any of their respective advisors, employees or representatives directly or indirectly collude with one or more other Proposers or any of their respective advisors, employees or representatives in the preparation or submission of a Proposal or otherwise contravenes Section 6.10 of the RFP.
- E. The Proposer has committed a material breach of any existing agreement between the Proposer and the City.
- F. The Proposer has been convicted of an offense in connection with any services rendered to the City.
- G. There are any convictions related to inappropriate bidding practices or unethical behavior by a Proposer or any of their affiliates in relation to a public or broader public sector solicitation.

6.16.3 Dispute Resolution

The Contractor shall endeavor to settle all disputes arising out of or relating to any Agreement developed as a result of this RFP by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises between the City and the Contractor under or relating to any Agreement developed as a result of this RFP that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the County of Collin, State of Texas, within which the services are being performed. Nothing herein shall be construed as a waiver or surrender of the City's governmental power or immunity.

7.0 **SCOPE OF WORK**

This section details the scope of work for each Service included in this RFP. Services performed will be in accordance with any Agreement developed as a result of this RFP and based on the terms provided herein or as otherwise agreed to by the City and Proposer. For clarity, the terms provided herein may be incorporated into any Agreement developed as a result of this RFP as required and described in Section 5.14. The City reserves the right to revise the terms and conditions to reflect the negotiated terms and conditions after the award of an Agreement.

The purpose of this section is to describe the general descriptions and terms that are applicable to the Services described in each section. Throughout this section there are references to specific locations in the Agreement attached as Exhibit B that contain additional information and detailed specifications related to the scope of work for each Service included in this RFP. Proposer shall carefully review the Agreement provided as Exhibit B for the complete scope of services. Service(s) performed will be in accordance with the Agreement and as negotiated between the City and the Contractor. The Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor. The following is an overview of the scope of services.

7.1 **Cost Adjustments**

The rates proposed in the Financial Proposal (Form 3), or as otherwise agreed to in writing by the City and Proposer shall remain effective for at least the first full Fiscal Year of Services under any Agreement developed as a result of the RFP, unless otherwise agreed to in writing by the City and Contractor.

Cost adjustments may be requested by the Contractor on an annual basis beginning October 1, 2025 and are subject to City approval. Cost adjustment requests must be received by the City by June 1st of each year and take effect on October 1st of each year to align with the City's budget development and approval process, or the Proposer forfeits the right to request a cost adjustment for the upcoming year.

Cost adjustments shall be based on price indices as further described in Section 29.0 of the Agreement and shall not exceed five percent (5%) for any single year or a cumulative increase of fifteen percent (15%) over a four-year period.

[Reference: Section 29.0 of the Agreement]

7.2 **Recordkeeping and Reporting**

The Contractor shall maintain sufficient records to document fees charged, and services provided, and to demonstrate financial stability, and compliance with all legal requirements and terms and conditions of the Agreement. Such records shall be made available at any time during business hours for inspection by the City throughout the effective period of the Agreement and for a period of five (5) years after the final payment.

The Contractor shall also be required to report certain events to the City within specified timeframes and submit regular monthly and annual reports to the City as described in the Agreement.

[Reference: Sections 45.0 and 46.0 of the Agreement]

7.3 **Contingency Plan**

At least ninety (90) days prior to the Service Commencement Date, the Contractor shall submit a Contingency Plan to the City's Representative for approval as described in Section 8.12 of the RFP. The Contingency Plan shall show the Proposer's detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Service(s) during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair Proposer's ability to provide Service(s), as applicable to each Service. The final approved Contingency Plan shall be included in the Agreement.

[Reference: Section 33.0 of the Agreement]

7.4 **Transition Plan**

The Proposer understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Proposer shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement.

Not later than sixty (60) days after the date of contract award, the Contractor(s) shall submit a Transition Plan to the City's Representative for approval as described in Section 8.12 of the RFP. The Transition Plan shall describe the Contractor's commitments and capabilities to support the City during transition to Service delivery by the Contractor on the Service Commencement Date and transition to Service delivery by the subsequent Contractor or the by the City upon termination of the Agreement. The final approved Transition Plan shall be included as part of the Agreement.

[Reference: Section 32.2 of the Agreement]

7.5 **City's Responsibilities**

The City agrees to fulfill the following responsibilities as they relate directly to any Agreement developed as a result of this RFP:

- A. Paying invoices in a timely manner;
- B. Providing timely review and responses to reports, requests for approval, and other submissions made by the Contractor;
- C. Providing educational programs, materials, and resources to educate residents and businesses on program requirements;
- D. Managing the City's call center and promptly informing the Contractor of complaints;
- E. Working cooperatively with the Contractor to resolve customer service issues;
- F. Providing the Contractor with a customer list of **Residential** and **Commercial** Collection Services at least one month before Service Commencement;
- G. Providing monthly updates on the number of service units;

- H. Communicating Cart purchase requirements and specifications (if the Contractor provides **Cart Purchase Service**); and
- I. Performing other duties as described in the Agreement.

7.6 Inspection Rights

The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

[Reference: Section 35.0 of the Agreement]

7.7 Days and Hours of Operation

The Contractor shall provide Collection Services between the hours of **[00:00AM and 00:00PM, DAY OF WEEK THROUGH DAY OF WEEK]**, **with Saturday collection only** as required to make up for collection days missed due to holidays. Operating outside of regular approved collection hours is subject to Liquidated Damages.

[Reference: Section of 13.0 the Agreement]

7.8 Holidays

The Proposer shall not be obligated to provide Service on recognized holidays set forth in the Agreement including **New Year's Day (January 1), Memorial Day (Fourth Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25).** Holidays may be added, deleted, or changed upon the sole determination of the City.

The **Contractor shall not provide Collection Services on Thanksgiving Day and Christmas Day but on other holidays they may choose whether to observe the holiday or to provide Collection Services at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday.**

[Reference: Section 12.4 of the Agreement]

7.9 Personnel Standards

Any Agreement developed as a result of this RFP shall include personnel standards to ensure that the Contractor's employees are qualified, trained, licensed, and equipped to perform all of their duties in a safe, respectful, competent, and courteous manner in compliance with applicable laws and regulations. Proposers shall submit information with their Proposals about their method of approach for satisfying or exceeding minimum personnel standards further described in Section 8.10 of the RFP.

[Reference: Section 30.2 of the Agreement]

7.10 Nuisance Control

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer provides services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances. Proposers shall submit information with their Proposals about their method of approach to meeting or exceeding minimum nuisance control standards as further described in Section 8.10 of the RFP.

[Reference: Sections 34.0 and 27.0 of the Agreement]

7.11 Property Damage

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer takes all necessary precautions to protect public and private property during the performance of the Services, promptly notifies the City and the property owner in the event that any property damage occurs, and fully restores the damaged property to its original condition at no cost to the property owner in a timely manner.

[Reference: Section 33.0 of the Agreement]

7.12 Liquidated Damages

If the Proposer does not perform Service in a timely manner or pursuant to the terms of any Agreement developed as a result of this RFP, the City will suffer damages which are difficult to determine and adequately specify. The City may apply liquidated damages as further described in Section 38.0 of the Agreement.

[Reference: Section 38.0 of the Agreement]

7.13 Customer Service and Communications

The Proposer understands, acknowledges, and agrees that customer service is important to the City. The Proposer shall work cooperatively with the City to maintain a high level of customer service and ensure that Collection Services are delivered in an accessible, professional, and responsible manner.

Key customer service requirements include:

- A. Meeting with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning
- B. Responding to customer complaints within specified timeframes
- C. Electronic tracking and reporting of customer service issues and complaint resolution

[Reference: Section 31.0 of the Agreement]

7.14 Residential Trash Collection Services

The Contractor shall Collect one (1) time per week from each Residential Service Unit, on a scheduled Collection Day, all Trash placed at the Curbside in Carts. The Contractor shall also Collect Trash in Carts from City-approved Alley Service Units and Modified Collection Locations for disabled residents at no additional cost to the City. Basic service shall include one (1) Trash Cart per Residential Service Unit with

additional Trash Carts available for a fee. Proposers shall enter their proposed Contract Rates for Residential Trash Collection Services on Form 3A.

[Reference: Section 8.1.1 of the Agreement]

7.15 Residential Recycling Collection Services

The Contractor shall Collect [weekly/every other week] from each Residential Service Unit, on the same scheduled Collection Day as Trash and Yard Waste, all Program Recyclable Materials placed at the Curbside in Carts and haul it to a Recyclable Material Facility provided by the Contractor for Processing. The Contractor shall also Collect Program Recyclable Materials from City-approved Alley Service Units and Modified Collection Locations for disabled residents at no additional cost to the City. Basic service shall include one (1) Recycling Cart per Residential Service Unit with additional Recycling Carts available for a fee. The Contractor's per-Cart fees for Recycling Collection, which shall include the cost of Collection, hauling and Processing at the Contractor's Recyclable Material Facility. Proposers shall enter their Proposed Contract Rates for Residential Recycling Collection Services on Form 3B.

[Reference: Section 8.1.2 of the Agreement]

7.16 Yard Waste Collection Services

The Contractor shall Collect Yard Waste weekly, on the same scheduled Collection Day as Trash and Recycling, all Yard Waste Bundles and Yard Waste Bags placed at the Curbside and deliver them to a designated licensed Processing Facility for Processing. The Contractor shall also collect Yard Waste from Alley Service Units as required at no additional cost to the City. Modified Collection Locations for disabled residents are not required for Yard Waste.

At no additional cost to the City, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27 and deliver them to the Processing Facility for composting. Artificial trees, bagged trees, or trees with lights, ornaments, or flocking shall not be accepted. Residents are not required to cut and bundle trees as required for normal Yard Waste collection. In addition, the Contractor shall collect Christmas trees from up to two drop-off locations designated and operated by the City and deliver them to the Processing Facility for composting at no additional cost to the City.

The Contractor shall provide proposed Contract Rates for Yard Waste Collection Services on Form 3C.

[Reference: Section 8.1.3 of the Agreement]

7.17 Brush and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Brush and Bulky Waste to all Residential Service Units. For Alley Service Units, Brush and Bulky Waste Collection shall be at the Curbside in front of the house and not in the alley. Modified Collection Locations for residents with disabilities are not required for Brush and Bulky Waste Collection. Residents may set out up to four (4) of Brush and Bulky Waste per Collection.

Proposers shall provide pricing for the following Brush and Bulky Waste Collection service options on Form 3D.

Bulky Waste Service Option	Collection Frequency
Option 1	Monthly
Option 2	Bi-weekly
Option 3	By Appointment (up to 12 per year)

[Reference: Section 8.1.4 of the Agreement]

7.18 Additional Brush and Bulky Waste Collection Services

A Resident may submit requests to the Contractor for Brush and Bulky Waste Collection Services in excess of the frequencies and quantities included in the City's basic service as outlined in Section 7.17, Service Options 1-6. Proposers shall enter in the space provided on Form 3D their proposed Contract Rate for each additional Brush and Bulky Waste Collection to be charged to the resident on a per-trip basis. The Contractor is required to accept up to four (4) on each additional trip charged to a resident. The Contractor shall not perform any Additional Brush and Bulky Waste Collection Services without first obtaining agreement in writing from the Resident, including agreement on price. The cost of Disposal shall include in the price entered Form 3D.

[Reference: Section 8.1.5 of the Agreement]

7.19 Household Hazardous Waste Collection Services

The City is requesting Proposals for at-your-door collection of Household Hazardous Waste to residents with Processing provided by the Contractor. At minimum, the proposed Collection program should include the material defined as Program Household Hazardous Waste in the Agreement and include recommendations for additional materials that can be added at minimum additional cost. If implemented, the Contractor shall Collect, haul, and deliver Program Household Hazardous Waste and deliver it to a Household Hazardous Waste Processing Facility provided by the Contractor and identified in the Proponent's Proposal. The Contractor shall Process Program Household Hazardous Waste in the manner specified in their Proposal.

Proposers shall submit details about their proposed program as further described in Section 8.10.2. Proposers may enter proposed fees for regularly scheduled collection service or call-in collection service on Form 3E Prices include the cost of Collection, hauling and Processing.

[Reference: Section 8.1.6 of the Agreement]

7.20 Commercial Collection

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction or demolition projects, or private individuals renting roll-off bins at their own residences.

- A. **Commercial Trash Collection Services.** The Contractor shall collect Trash in Carts and compacted or uncompacted Front Load and Roll-Off Containers with sizes and collection frequencies as mutually agreed upon by the Customer and the Contractor. The Contractor shall collect, haul, and dispose of

all Commercial Trash at a Disposal Site supplied by the Contractor. The Proposer shall enter proposed Contract Rates for each Container type, which includes the cost of Disposal.

- B. **Commercial Recycling Collection Services.** The Contractor shall collect commingled Program Recyclable Material in Carts and compacted or uncompacted Front Load and Roll-Off Containers with sizes and collection frequencies as mutually agreed upon by the Customer and the Contractor. The Contractor shall Collect, haul, and Process all Commercial Program Recyclable Material at a Recyclable Material Facility supplied by the Contractor. The Proposer shall enter proposed Contract Rates for each Container type, which shall include the cost of Processing at the Contractor's Recyclable Material Facility.

[Reference: Section 9.0 of the Agreement]

7.21 Cart Purchase Service

The City is requesting pricing from the Contractor to purchase new 96-gallon Carts on behalf of the City. Alternatively, the City may elect to purchase new Carts at its sole option directly from the manufacturer. Under all option, Carts shall be owned by the City, and the City shall retain ownership and possession of the Carts at the end of the Agreement whether the initial Cart purchase was made by the City or the Contractor.

If the Contractor purchases Carts on behalf of the City, the Contractor shall recover the cost of Cart Purchase through a one-time per-cart fee payable when a new Cart is delivered to a customer. Proposers shall enter the proposed per-cart fee for this service Form 3H.1.

The City reserves the right to refuse all Proposals for Cart Purchase Service without obligation to the Proposer and to purchase Carts on its own behalf.

The following shall apply to all Cart Purchase options.

- If the Contractor purchases Carts on behalf of the City, the Contractor shall be responsible for assembly and initial distribution of Carts to Residential Service Units, Commercial Customers, and City Facilities, and the cost of performing this Service shall be included in the proposed fees entered by the Proposer on Form 3H.1. If the City elects to purchase Carts directly from the manufacturer, the City may, at its sole discretion, contract with the manufacturer for assembly and distribution of the Carts without compensation to the Contractor, or the City may request that the Contractor assemble and distribute City-purchased Carts on behalf of the City for the one-time fee entered by the Proposer Form 3H.2F. In all cases the Contractor shall supervise initial Cart distribution.
- Carts shall meet the minimum specifications in Section 22.8 of the Draft Agreement. The Proposer shall provide documentation demonstrating compliance with these specifications and provide a sample of the proposed Carts to the City if requested.

- The Contractor shall be responsible for Cart operations including but not limited to storage, assembly, warranty replacement, repair, maintenance and delivery of repaired, and replacement Carts to customers in accordance with Section 22.0 of the Agreement. The cost of these services shall be included in the proposed collection fees on Form 3A, Form 3B, Form 3F.1, and Form 3G.1.

The City shall determine the appearance of the Carts at its sole discretion. If the Contractor purchases Carts on behalf of the City, the City shall communicate detailed specifications for the appearance of the Carts (e.g. colors and graphics) in accordance with Section 22.9 of the Agreement.

The Contractor shall have computer software capable of supplying the City with detailed Cart information to meet all recordkeeping and reporting requirements in accordance with Section 7.2 of the RFP.

[Reference: Section 22.0 of the Agreement]

7.22 City Facilities

The Contractor shall provide **Trash and Recycling Collection** to City Facilities in Carts, Front Load Containers, and Roll-Off Containers as designated by the City. Current container types, sizes, and Collection frequencies for existing City Facilities are provided in Section 4.5. The City may designate additional City owned facilities in the future at its sole discretion. Collection Services at City Facilities shall be invoiced to the City at the Contract Rates.

[Reference: Section 10.0 of the Agreement]

7.23 City Events and Special Projects

The Contractor shall provide Collection, Processing, and Disposal services for City events as designated by the City, including but not limited to the following.

- The City may request up to [#] Roll-Off Containers per year to support City projects such as storm debris or litter clean up at contract rates. The Contractor shall supply hauling and Disposal of the materials collected in these Roll-Off Containers at contract rates.
- The City may request additional collection services for City events and projects at the Contract Rates for equipment rentals at contract rates.

Proposers shall enter proposed Contract Rates for equipment rental for City Events and Projects on Form 3I. Contract Rates include supply of equipment, a driver, fuel, hauling, Disposal, and other incidental costs. If requested by the City, the driver must remain on-site during the event at contract rates.

[Reference: Section 11.0 of the Agreement]

7.24 Collection Location

This section provides an overview of collection location of all Collection Services included in this RFP. Collection location is defined within the Agreement for each of the following services.

- A. **Residential Collection Services.** Collection location for Residential Collection Services shall be Curbside, except for locations with City-approved Modified Collection Locations for disabled residents or City-approved Alley Service Units.

- B. **Commercial Collection Services**. Collection location for **Commercial Collection Services** shall be at a location agreed upon by the Contractor and the Customer.
- C. **City Services**. Collection location for City Services shall be at City owned buildings, facilities and events or other locations at the discretion of the City.

7.25 **Waste Disposal Sites**

The Contractor shall have and maintain during the Agreement Term adequate capacity at its Proposed Disposal Site to receive all Trash and Bulky Waste collected under the Agreement from all **Residential**, **Commercial**, and **City Services** sources. The Contractor's Disposal Site shall be properly authorized under all applicable federal, state and local laws.

7.26 **Yard Waste Processing Facility**

The Contractor shall be responsible for Collection, hauling, and Processing Yard Waste at a Yard Waste Processing Facility provided by the Contractor and identified in the Proposal. The Contractor shall have and maintain during the Agreement Term sufficient capacity at its Proposed Yard Waste Processing Facility to receive and Process all Yard Waste collected by the Contractor from the City's Yard Waste program. The Contractor shall be responsible for producing a mulch or compost product for sale to secondary markets and separation and Disposal of any contaminants. The Proposer shall include the cost of Collection, hauling, Processing, product marketing, and contaminant disposal in the prices submitted on Form 3C.

[Reference: Section 16.0 of the Agreement]

7.27 **Recyclable Material Facility**

The Contractor shall be responsible for Processing all Program Recyclable Materials collected under the Agreement at a Recyclable Material Facility provided by the Contractor and identified in the Proposal. The Contractor shall have and maintain sufficient capacity at its proposed Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term. The Contractor may design and construct a Recyclable Material Facility to fulfill the terms of the Agreement or use an existing facility.

The Contractor shall operate the Recyclable Material Facility in compliance with all applicable laws. The Contractor shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Contractor shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Contractor's operating records and/or perform material composition audits to verify compliance with these requirements.

The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The

Proposer shall include the cost of Collection, hauling, and Processing Program Recyclable Materials in its unit prices submitted on 0.

[Reference: Section 15.0 of the Agreement]

7.28 Transfer Stations

If the Proposer intends to use a transfer station to haul **Trash**, **Program Recyclable Material**, **Brush and Bulky Waste**, or **Yard Waste** to a Disposal Site or Processing Facility, the transfer station shall be identified in the Proposal and the Proposer shall provide details about the proposed transfer station in accordance with Section 8.10.3. The cost of receiving materials at the transfer station and hauling from the transfer station to the Disposal Site or Processing Facility shall be included in the Proposer's unit prices on Form 3.

[Reference: Section 17.0 of the Agreement]

7.29 Household Hazardous Waste Processing Facility

If a proposer submits a Proposal for Household Hazardous Waste Collection Services, the proposer shall identify the location and permit number of the licensed facility or facilities where collected materials will be processed and a letter from the facility owner confirming availability of capacity to receive materials collected through the program. The city shall have the right to inspect the facility during business hours with reasonable notice in advance.

[Reference: Section 18.0 of the Agreement]

7.30 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City provided that the City does not contract with the City of [CITY NAME] for Disposal of **Residential Trash** and **Brush and Bulky Waste** and/or Processing of **Yard Waste**. If the City does contract with the City of [CITY NAME] then the Agreement shall be updated to prohibit commingling of those materials with Commercial material or material from sources outside the City.

[Reference: Section 19.0 of the Agreement]

7.31 Unaccepted Set-Outs

In the event of an Unaccepted Set-out, the Contractor shall:

- A. Take a photograph of the entire set-out;
- B. Collect any portion that is properly set-out and can be easily separated;
- C. Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out; and
- D. Record the location address.

[Reference: Section 24.0 of the Agreement]

7.32 **Carts and Containers**

The Contractor, at its sole cost, shall provide a secured area within the City to store Carts prior to distribution or replacement. The Contractor, at its sole cost, shall deliver Cart(s) to Residential or Commercial customers within two (2) business days of receiving a customer request for repair or replacement.

As discussed in Section 7.21 of the RFP, the City is requesting pricing from the Contractor to purchase 96-gallon Carts on behalf of the City. Alternatively, the City may elect to purchase Carts directly from the manufacturer at its sole option. Carts shall be owned by the City, and the City shall retain ownership and possession of the Carts at the end of the Agreement whether the initial Cart purchase was made by the City or the Contractor. The color and appearance of the Carts shall be at the City's sole discretion. The Carts shall display the City's name, logo, customer service number and any other information requested by the City.

The Contractor shall be responsible for Cart storage, maintenance, repair, and replacement services including pick-up and delivery of repaired and replacement Carts. Carts shall be stored and maintained at a location provided by the Contractor and shall not be stored on City property. The Contractor shall provide such Cart services at no additional cost to the City and all costs shall be included in the Proposer's Financial Proposal (Form 3).

The Contractor shall provide warranty support for the City's Carts and shall have computer software capable of supplying the City with detailed information to meet all recordkeeping and reporting requirements in accordance with Sections 45.0 and 46.0 of the Agreement.

Contractor shall provide Front Load Containers, Roll-Off Containers, and Compactors to Commercial Customers in sufficient number and of sufficient capacity to perform the Services under this agreement. The Contractor shall maintain Containers or Compactors supplied to Commercial Customers on a rental basis. Commercial Customers shall also have the option of owning their own Containers or Compactors.

[Reference: Sections 22.0 and 23.0 of the Agreement]

7.33 **Missed Collection**

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 5:00 PM on the day after the complaint is received.

[Reference: Section 25.0 of the Agreement]

7.34 Storm and Disaster Debris Management

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0 of the Agreement.

[Reference: Section 20.0 of the Agreement]

7.35 Education and Outreach

The Contractor shall have the following responsibilities related to public education and outreach:

- A. Cooperate with the City related to education and outreach efforts, including providing information to support messaging
- B. Support other public education activities such as trucks for school presentations and neighborhood events
- C. Distribute developed and printed public education materials upon request by the City
- D. Maintain copies of information and notices left for Residents and Customers regarding Unaccepted Set Out notices for compliance purposes
- E. Provide information regarding recyclable materials and services for recycling-related community events
- F. Assist with development or distribution of program introduction or change notices if requested by the City
- G. Contractor to provide educational tours of the recycling facility, upon City or community request

[Reference: Section 26.0 of the Agreement]

7.36 Vehicle and Equipment Standards

The Contractor shall provide a fleet of collection vehicles and equipment sufficient in number and capacity to efficiently perform all services proposed and to meet the requirements in Section 21.0 of the Agreement.

[Reference: Section 21.0 of the Draft Agreement]

7.37 **Customer Billing**

The Contractor shall invoice the City for **Residential Collection Services** on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. **The City shall also deduct franchise fees from the Contractor's invoice if applicable.**

The Contractor's shall invoice **Commercial Customers** based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any **Additional Brush and Bulky Waste Collection Services** that are requested in accordance with Section 7.18. Within ten (10) days of the end of each month, the Contractor shall remit to the City a statement of all fees invoiced for **Commercial Collection Services** and **Additional Bulky Waste Collection Services** performed during that month. The City shall deduct the franchise fee payable on **Commercial Collection Services** and **Additional Brush and Bulky Waste Collection Services** from its payment to the Contractor for **Residential Collection Services**.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 5.7.

[Reference: Section 47.0 of the Draft Agreement]

8.0 PROPOSAL FORMAT

8.1 General Instructions

To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. In numbering proposals, the Proposer shall use the same section numbers and titles and shall provide its responses in the same order as each item is numbered and ordered herein. Failure to comply with this direction may result in rejection of the proposal. The Proposal shall be completed in sections which are described below.

Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by referenced into any Agreement developed as a result of this RFP. The City discourages the inclusion of general marketing material, equipment manuals, or large financial statements unless they are used to provide specific information or specifically requested by the City.

The City encourages all submittals be submitted electronically on the City's eProcurement system. However, the City will also accept paper submittals, if received by the due date and time listed below. The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the post office by City mail employees and delivered to the Purchasing Division by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time. Late submittals will be rejected as non-responsive. All hard copy submittals must be clearly addressed to the Purchasing Division and include the submittal name and number on the outside of the envelope/package. Proposals shall be submitted in accordance with the information included in this RFP and in the proposal format described herein.

8.2 Signatures

All required signatures shall be manual, in ink by an authorized representative of the Proposer who has legal authority to bind the Proposer in contractual obligations. Proposals by corporations must be executed in the corporate name but the President or Vice President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her Title must appear under his/her signature and the official address of the partnership must be shown below the signature.

8.3 Typed or Inked Corrections

Proposals shall be typed or in ink. Erasures, interlineations, or other modifications in the Proposal shall be initialed in ink by the person authorized to sign the Proposal as set forth in Section 5.6 of the RFP.

8.4 Proposal Format

Proposals shall be submitted in the format indicated Table 8-1. The content of each section is described in the sections that follow.

Table 8-1: Proposal Format

Proposal Section	Content
Section 1	Letter of Intent
Section 2	Company History and Ownership
Section 3	Statement of Organization
Section 4	Company Experience
Section 5	Proof of Satisfaction of Preferred Minimum Requirements
Section 6	Method of Approach
Section 7	Required Planning Documents
Section 8	Financial Capacity
Section 8	Key Personnel
Section 9	Contractor's Representative
Section 10	Financial Statement
Section 11	Financial Capacity
Section 12	Financial Disclosure and Auditing
Section 13	Litigation, Regulatory Actions, and Payment of Liquidated Damages History
Section 14	Compliance Records
Section 15	Certificate of Insurability
Section 16	Acknowledgement of Addenda
Section 17	Non-Collusion Agreement
Section 18	Conflicts of Interest
Section 19	Suspension or Debarment
Section 20	Exceptions
Section 21	Financial Proposal
Section 22	All Other Forms

8.5 Letter of Intent

The Letter of Intent shall be signed by the person authorized to sign the Proposal and shall:

- A. Be presented on company letterhead
- B. Identify the submitting organization
- C. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFP process
- D. Identify any subcontractors to be utilized

Additionally, the Letter of Intent shall include the following statements:

- A. **Proposal Binding for One Hundred Eighty (180) Days.** The proposal shall be binding for one hundred eighty (180) days pursuant to Section 6.9. Each proposal shall contain a statement that the proposal is a firm offer for a one hundred eighty (180) calendar day period from the Proposal Opening Date specified in Section 6.1 of the RFP.
- B. **Representation as to Accuracy and Completeness of Proposal.** “The information contained in this Proposal or any part thereof, including exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Proposer’s knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts.”

8.6 Company History and Ownership

In addition to the information provided in the Letter of Intent, Proposers shall provide a brief overview of company history and current ownership in narrative form. If owned by a private equity or investment firm, please provide the name of the private equity or investment firm and when the operating entity was acquired. All subcontractors must be identified, including the role of each subcontractor.

8.7 Statement of Organization

Proposer must complete the Statement of Organization Form (Form 1). Proposers are permitted to supply additional information that will assist the City in understanding the Proposer’s organization.

8.8 Company Experience

Proposer shall briefly describe in narrative format the Proposer’s experience that is relevant to each Service(s). The Proposer shall communicate their company background and history, with a specific focus on history in [COUNTY, METROPOLITAN AREA], North Central Texas and Texas and how they plan to meet the needs of a municipality experiencing fast-paced growth.

8.9 Proof of Satisfaction of Minimum Requirements

Proposers shall meet the following minimum requirements to be considered for Contract Award.

- A. **Ability to Acquire Letter of Credit or Performance Bond.** Proposers shall submit with their qualification package a proof of the ability to acquire a Letter of Credit and/or Performance Bond that meets or exceeds the requirements set forth herein and in Section 40.0 of the Draft Agreement. The surety shall be duly authorized to do business in the State of Texas; having an “A or better rating by A. M. Best or Standard and Poor’s; included on the list of surety companies approved by the Treasurer of the United States of America as reflected on Department of the Treasury Circular 570; and acceptable to the City.
- B. **Minimum Experience.** Proposers shall provide information on Form 2 demonstrating successful experience providing solid waste and recycling services that meets the following minimum requirements.

B.1 **Residential Collection Services:** The Proposer shall submit the following information

- a) References from at least three (3) current or previous municipal customers served for a period of at least two years each.
- b) References from municipal customers serving at least [#] households in total.
- c) At least one reference from a single municipal customer with [#] households or more.

For each reference, the Proposer shall provide the following information

- a) Name and location of community
- b) Number of households served
- c) Dates of service and contract expiration date
- d) Description of services provided

B.2 **Commercial Collection Services:** The Proposer shall submit the following information

- a) References from at least three current or previous municipal customers where **Commercial Collection Services** have been provided for at least 2 years.

For each reference, the Proposer shall provide the following information

- a) Name and location of community
- b) Dates of service and contract expiration date
- c) Number of Commercial Service accounts
- d) Annual number of pulls
- e) Description of services provided

8.10 **Method of Approach**

Proposers must provide the following information for each Service included in the Proposal.

8.10.1 **Service Plan**

As further described in Section 4.2, the City of [CITY NAME] currently provides **Residential Collection Services** to approximately [#] single-family residences, with the City expected to double in size within the next [#] to [#] years. Proposers shall provide a service plan outlining the estimated staffing requirements and numbers and types of collection vehicles, Carts, Front Load Containers and Roll-Off Containers required to provide the following Services in the first year of the Agreement and in annual increments for a maximum total Agreement Term of 10 years.

A. Residential Trash

B. Residential Recycling

- C. Yard Waste
- D. Bulky Waste
- E. Commercial Trash
- F. Commercial Recycling

At minimum, the service plan shall provide estimates of following information.

- The initial number and type of Collection vehicles and other equipment required to perform the services.
- Number of personnel needed for each collection crew to conduct each service.
- Equipment and collection vehicles that will be utilized to provide collection in alleys.
- Number of front line and spare vehicles to be used to perform each service.
- Sizes and location of facilities where equipment will be stored and maintained.
- Any future equipment to be acquired and a detailed timeline for acquisition of new equipment to accommodate future growth.

8.10.2 Residential Household Hazardous Waste Collection

Proposer shall describe the approach to providing Household Hazardous Waste Services. Descriptions shall include the following.

- A. Identification of all material to be collected. Proposer shall collect, at a minimum, the material defined as Program Household Hazardous Waste in the Agreement.
- B. Proposer shall identify any additional materials that can be collected as part of Program Household Hazardous Waste at minimal additional cost.
- C. Proposer shall describe approach to collecting Program Household Hazardous Waste including service frequency, scheduling, and set-out procedures.
- D. Proposer shall describe approach to processing materials that can be collected as part of the Program Household Hazardous Waste service.

8.10.3 Delivery Facilities

Proposers shall identify each Disposal Site, Processing Facility, or transfer station to be used for the performance of Services under the Agreement and provide the following information.

- A. Name, location, and description of the facility and type of materials that will be managed at the location.

- B. Name of owner and operator of the facility(ities), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.
- C. Contact name and phone number of the site manager.
- D. Term of the Proposer's contract with the facility.
- E. If the facility is owned and operated by the Proposer, provide a guarantee to the capacity required over the term of any Agreement developed as a result of this RFP. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.

8.10.4 Collection Vehicles

Proposer shall meet the collection equipment requirements as set forth in Section 21.0 of the Agreement. Proposer shall provide a description of all collection vehicles for each Collection Service on a material-by-material basis (e.g., indicate the number of collection vehicles for each separate material collected as part of **Residential Collection Services** and **Commercial Collection Services**). Descriptions shall include:

- A. Make, model, age, and fuel type of each proposed vehicle. Photos of each type of vehicle should be included.
- B. Proposed maintenance program and maintenance facility for all collection Vehicles used to perform services, including a proposed frequency of cleaning vehicles.
- C. Proposed location for vehicle storage and fueling.
- D. All proposed on-board equipment and systems for collection vehicles to maintain with compliance with the requirements described in Section 21.5 of the Agreement. Proposer shall describe all proposed on-board equipment and systems for collection vehicles, including, but not limited to, internet, GPS, communication systems, spill kit, back-up cameras, and other equipment and systems.

The Proposer shall describe the fuel type of each type of collection vehicle proposed for use and its approach to providing and maintaining any alternative-fueled vehicles.

8.10.5 Residential Collection Schedule and Route Maps

The Proposer shall include proposed route descriptions, schedules, and maps on a material-by-material basis for Residential Collection Service (e.g. indicate the routing for each separate material). The City has a strong preference for residents to maintain the same routing schedule and collection days for residential

customers as is used currently. However, the City's primary goal is to provide cost effective services. Proposers must identify whether any residential households would have a change in collection days on a material-by-material basis, approximately how many households would be impacted by a change in collection days and provide a detailed description of public education efforts to communicate route changes to impacted residents on a material-by-material basis.

8.10.6 Cart Maintenance

Proposers shall provide the description and address of the planned location where Carts will be managed and maintained. Proposers shall indicate how they will meet the cart maintenance service requirements by providing the following:

- A. Description of the Proposer's service capabilities and the service capabilities of any sub-contractors.
- B. Detailed description of the process for managing, maintaining, repairing and replacing Carts including any equipment that will be utilized.
- C. Description of inspection and quality control policy and procedures
- D. Indicate the name and address of the location where Carts that reach the end of their useful lives will be recycled.

8.10.7 Personnel

Proposer shall meet the personnel standards as set forth in Section 30.2 of the Agreement. Proposer shall describe the following:

- A. Number of front line and spare staff to be used to perform each service.
- B. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
- C. Any training programs for personnel.
- D. Dress code that is required for personnel.
- E. Procedure for hiring personnel to ensure continuity of service, particularly during labor shortages.

8.10.8 Unaccepted Set-outs

Proposer shall describe its approach to managing Unaccepted Set Outs in accordance with Section 24.0 of the Agreement including a detailed description of its processes for managing and completing work orders.

8.10.9 Missed Collection

Proposer shall describe its approach to documenting and verifying Missed Collection in accordance with Section 25.0 of the Agreement, including a detailed description of its processes for acknowledging Missed Collection reported by the City, servicing Service Units that have reported a Missed Collection, and working with the City identify if any Service Units are in violation of any set-out requirements.

8.10.10 Storm and Disaster Debris

Proposers shall describe its approach to provide sufficient personnel and equipment to collect increased volumes of storm debris material generated including:

- A. Any required additional collection crews and equipment to manage surges in volume. Provide information on the additional resources that would be anticipated on a material-by-material basis (e.g., **Yard Waste** and **Brush and Bulky Waste**).
- B. Engaging a sub-contractor and the number of personnel and equipment that each sub-contractor would provide on a material-by-material basis.
- C. Any other approaches to managing surges in volume on a material-by-material basis.

8.10.11 Program Recyclable Materials to be Collected

Proposer shall confirm they will collect, at a minimum, all Program Recyclable Materials as defined in Section 2.0 of the Agreement and shall identify any additional materials that can be collected as a part of the Collection Services at no additional cost (e.g., dedicated cardboard collection) or other materials that may be collected at no additional cost (e.g., metals outside of Cart).

8.10.12 Customer Service and Communication

Proposers shall include a description of customer service policies and procedures, including the following:

- A. Description of customer complaint resolution procedures.
- B. Plan describing the Contractor's approach to recruiting, training, equipping, supporting, and supervising the Customer Service Liaison (Section 7.13) and a description of their role and responsibilities.
- C. Description of communication plan with City staff regarding status and resolution of customer complaints.
- D. Use of on-board technology as part of customer service and communications.

The Proposers shall describe the means of communication proposed to be utilized for customer communications (submittal by customer and response and resolution by Proposer) including:

- E. Customer complaints
- F. Customer inquiries
- G. Customer service requests

8.10.13 Cart Purchase Service

Proposers shall provide the following information related to Cart Purchase Services.

- A. A description of the Carts to be purchased by the Proposer if the City elects for the Proposer to purchase Carts, including, at minimum, the manufacturer, capacity, color options, and methods of affixing the City logo*
- B. Photos of the proposed Carts*
- C. Documentation demonstrating compliance with the minimum specifications in Section 22.8 of the Agreement*
- D. Procedure for obtaining a sample of the proposed Carts if requested by the City*
- E. Approach to minimize damage to Carts*
- F. Standard delivery time*
- G. Required lead time for color selections, graphics or other options*
- H. Minimum order size, if applicable*
- I. Warranty information*
- J. Estimated initial order size and scheduling of future orders*

8.11 Financial Statements

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. If in the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

If the Proposer intends to purchase Vehicles or equipment or construct a Facility to provide one or more Service(s), the Proposer shall provide proof of financial capacity to provide the vehicles, equipment or facility that meet(s) the minimum requirements of the Agreement.

The proof provided will be at the discretion of the Proposer but must clearly demonstrate the capacity to develop and maintain adequate working capital. The information provided should show both financial resources and a history of strong financial profit and loss performance indicating the capacity to repay debt. The Proposer should, at a minimum, include the following information:

- A. Planned source(s) of funds for the project, including all debt and equity and approximate allocations from each source.
- B. Summary financial statements for the operating entity that will develop and operate this project (do not submit annual reports for publicly traded parent companies).
- C. Disclosure of whether the Proposer has filed bankruptcy or defaulted on any loans.
- D. Letters of support from lenders or other financial partners, including guarantees from parent companies if a parent company will be providing equity for the project.
- E. Dun & Bradstreet Credit Report

If the Proposer intends to develop one or more facilities to provide one or more Service(s), they should include a cost estimate broken out by the following categories:

- A. Site work and utilities.
- B. Facility building.
- C. Other buildings (if applicable).
- D. Processing equipment.
- E. Rolling stock.

8.12 Required Planning Documents

- A. **Transition Plan(s).** Proposer shall describe its proposed strategies to ensure smooth transitions at the start and end of the Agreement. The proposed Transition Plan is of critical importance to the City and must include information for each area of service. In the transition plan, the Proposer must describe, at a minimum, the following:

A.1 Individual or group of individuals that will oversee the execution of the transition plan.

A.2 Approach to acquisition of equipment and personnel, training of personnel, etc. The transition plan should include all permitting, construction and commissioning activities, as well as equipment installation and testing, as applicable.

A.3 Approach to storage and fueling of vehicles and equipment.

A.4 Confirmation of the Commencement Date for each Service.

A.5 Approach to customer education regarding transition of service provider and changes to existing or introduction of new Residential Services.

A.6 Overall schedule for the transition.

- B. **Contingency Plan(s).** Proposers shall describe proposed Contingency Plan(s) to ensure adequate continuity of each Service. Contingency Plan(s) shall meet the requirements of Section 32.1 of the Agreement and must describe, at a minimum, the following for each Service individually:

B.1 The Contingency Plan if any facility utilized under any Agreement resulting from this RFP falls behind schedule and fails to meet the City's schedule requirement. The City requires that the Proposer be ready to accept any material collected via the City's Collection Service starting on the Commencement Date.

B.2 The Contingency Plan if any vehicles or equipment experience unplanned downtime, including the capability of providing back-up vehicles or equipment and the capacity to ensure continuity of service in a timely manner and at no added cost to the City.

B.3 The Hazardous Waste and Special Waste Contingency Plan to detail what actions shall be taken upon discovery of this material type at a facility.

C. **Recordkeeping and Reporting Plan(s).** Proposer shall provide a Recordkeeping and Reporting Plan describing how it will create and maintain records and reports. Proposer shall provide one or more sample report formats with the Proposal.

D. **Traffic Plan.** Proposer shall provide a Traffic Plan for the Recyclable Material Facility.

E. **Fire Prevention Plan(s).** Proposer shall provide a Fire Prevention Plan for all Services.

8.13 **Key Personnel**

Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under any Agreement developed as a result of this RFP. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contracted for services. Provide one-page résumés, names, and phone numbers of municipal references of the key proposed management team members. In addition, please describe the level of experience and/or familiarity that each of the key personnel have with the City, whether personal or professional. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and other personnel that will have regular contact with the City.

8.14 **Contractor's Representative**

Identify Contractor's Representative who will be in charge of the Proposer's operations under any Agreements(s) developed as a result of this RFP and who is authorized to make decisions and act on its behalf. Provide a brief description of a communications plan between Proposer and City including expected frequency of in-person coordination meetings and other forms of regular communications.

8.15 **Legal Terms and Conditions**

8.15.1 Financial Disclosure and Auditing

By submitting a Proposal the Proposer acknowledge the recordkeeping and reporting requirements described in the Draft Agreement and recognizes the right of the City to require such records be made available to the City for a period of five (5) years after last or final payment.

8.15.2 Litigation, Regulatory Actions, and Liquidated Damages History

Proposer shall describe any outstanding lawsuits in Arizona, Arkansas, Florida, Kansas, Louisiana, Nebraska, Oklahoma or Texas during the last five (5) years, current litigation with the City during the last five (5) years

and any outstanding regulatory issues in the last five (5) years involving the Proposer, the Proposer's subcontractor(s), and all subsidiaries owned by Proposer. List the amount of liquidated damages or other damages that were paid, the name of the jurisdiction to which such damages were paid, and the event(s) that triggered the damages.

8.15.3 Compliance Records

Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractor(s) received in the past five years (5) from public agencies for vehicles and other equipment, and vehicle staging, maintenance, recyclables processing, composting, mulching, transfer, and disposal facilities in Texas, which are owned or operated by the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractor(s), Proposer's parent company and subsidiaries, to public agencies in the past five (5) years.

Additionally, identify any agreements in the past five (5) years that have ended prior to the expiration date as they relate to services under the Agreement that involve the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries due to any of the following reasons:

- A. Assignment of the agreement to another vendor;
- B. Termination of the agreement;
- C. Mutual agreement with the customer to discontinue service; and/or
- D. Any other reason.

8.16 Financial Proposal

Proposers shall complete the Financial Proposal (Form 3) to provide the City with the proposed Contract Rates for each Service. The Contract Rates shall be inclusive of all labor, materials, equipment, taxes, fees, or any other costs whatsoever that are necessary to meet the requirements included in this RFP and shall be the Contractor's sole basis of compensation under any Agreement resulting from this RFP

8.17 Forms

Proposers must complete and submit **Forms 1-10** with their Proposals, providing signatures where requested. Failure to submit any of the required forms may result in rejection of the Proposal.

DRAFT

FORMS

FORM 1
STATEMENT OF ORGANIZATION

Proposer Name:

Full Name of Business:

Type of Corporate Entity:

Tax ID:

Principal Business Address:

Local Business Address:

(if applicable)

Contact Name:

Title:

Telephone Number:

Email Address:

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

Subcontractor(s)

List all subcontractors participating on this proposal

Name	Address	Area of Responsibility

FORM 1
STATEMENT OF ORGANIZATION

--	--	--

Cooperative Purchasing

Is the Proposer willing to allow other governmental entities to purchase goods and services on the same terms and conditions as contained in any Agreement resulting from this RFP in accordance with Chapter 791 of the Texas Government Code and Section 5.15 of the RFP?

Yes: ☐ **No:** ☐

FORM 2
PROJECT REFERENCES AND EXPERIENCE

Form 2A: Residential Collection References and Experience

Part A: References

Proposers shall furnish the following information for at least three (3) active Residential Collection Service customers as described in Section 8.9.

Proposer's Name _____

1. Community Name _____

Name of Contact _____

Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number () _____

Email Address _____

2. Community Name _____

Name of Contact _____

Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number () _____

Email Address _____

3. Community Name _____

Name of Contact _____

Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number () _____

Email Address _____

Part B: Experience

Proposers may copy this form and submit as many as applicable based on the references provided in Form 2A, Part A.

Experience Information:

Name of Community: _____

Location: _____

Experience Overview:

Dates of Service: _____

Contract End Date: _____

Number of Residential Units Served: _____

Additional Experience/Project Description:

Blank sheets with continued additional experience/project descriptions, drawings or photos may be included as attachments to this Form.

Form 2B: **Commercial Collection References and Experience**

Part A: References

Proposers shall furnish the following information for at least three (3) municipalities where **Commercial Collection Service** is currently provided as described in Section 8.9.

	Proposer's Name	_____
1.	Customer Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() _____
2.	Customer Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() _____
3.	Customer Name	_____
	Name of Contact	_____
	Title of Contact	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	() _____

Part B: Experience

Proposers may copy this form and submit as many as applicable based on the references provided in Form 2B, Part A.

Experience Information:

Name of Customer: _____

Location: _____

Experience Overview:

Dates of Service: _____

Contract End Date: _____

Number of Commercial Accounts _____

Number of Annual Pulls: _____

Additional Experience/Project Description:

Blank sheets with continued additional experience/project descriptions, drawings or photos may be included as attachments to this Form.

FORM 3
FINANCIAL PROPOSAL

Form 3A: Residential Trash Collection

This form is provided for Proposers to indicate unit prices for Residential Trash Collection as further described in Section 7.14. All prices exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 7.32. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3A.1: Residential Trash Collection, Once per Week

Service	Proposed Fee	Unit
1. Trash Collection Base Fee	\$	Per Residential Service Unit per Month
2. Additional Trash Cart Fee	\$	Per Additional Cart per Month
3. Replacement Trash Cart Fee	\$	Per Replacement Cart

1. City may add additional notes or delete if not required.

Form 3B: Residential Recycling Collection

The Proposer shall enter pricing on this form for Residential Recycling Collection, which includes weekly curbside collection of commingled Recyclable Materials and Processing at a Recyclable Material Facility provided by the Contractor as further described in Section 7.15. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
1. Recycling Collection Base Fee ¹	\$	Per Service Unit per Month
2. Additional Recycling Cart Fee ²	\$	Per Additional Cart per Month
3. Replacement Recycling Cart Fee ³	\$	Per Replacement Cart

1. Proposer shall indicate base monthly unit cost for Residential Recycling Collection for one (1) Cart per Residential Service Unit as described in Section 7.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Appendix B.
2. Additional Recycling Cart Rate includes monthly Residential Recycling collection cost for each Cart in addition to one (1) base Cart per Residential Service Unit as described in Section 7.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer. Excludes Cart purchase and initial delivery which is entered on Appendix B.
3. One-time cost to assemble and deliver one (1) Recycling Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Processing, and maintenance costs for the replacement Cart.

Form 3C: Residential Yard Waste Collection

The Proposer shall enter pricing on this form for Residential Yard Waste Collection, which includes weekly Curbside Collection and hauling of Yard Waste to the Processing Facility as further described in Section 7.16. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
Yard Waste Collection	\$	Per Residential Service Unit per Month

1. City enter additional notes if needed

Form 3D: Residential Brush and Bulky Waste Collection

This form is provided for Proposers to indicate unit prices for Residential Brush and Bulky Waste Collection and Additional Brush and Bulky Waste Collection as further described in Section 7.17 and Section 7.18.

Proposers are required to enter unit pricing for all options. Maximum of four (4) cubic yards per Collection. Disposal is included in Contract Rates. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
1. Option 1: Monthly Collection	\$	Per Residential Service Unit per Month
2. Option 2: Bi-weekly Collection	\$	Per Residential Service Unit per Month
3. Option 3: Collection by Appointment	\$	Per Residential Service Unit per Month
Contractor's Price for Additional Bulky Waste Collection per Section 7.18.	\$	Per each collection in excess of program limits up to [Max Cubic Yards] per additional collection

1. City enter additional notes if needed

Form 3E: Residential Household Hazardous Waste Collection Service

Proposers shall use this form to enter their proposed pricing for Household Hazardous Waste Collection Service. This at-your-door service may be provided on a regularly scheduled or call-in basis in accordance with Section 7.19. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Service	Proposed Fee	Unit
1. Option 1: At your door HHW Collection on regularly scheduled Collection frequency ¹	\$	Per Residential Service Unit per Month
2. Option 2: At your door HHW Collection on call-in basis ²	\$	Per Residential Service Unit per Month

1. Monthly fee per Residential Service Unit to provide at-your-door HHW Collection Service on a regularly scheduled frequency defined in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.
2. Monthly fee per Residential Service Unit to provide at-your-door HHW Collection Service on a call-in basis subject to any limits on annual calls per residence specified in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.

Form 3F: Commercial Trash Collection Service

This form is provided for Proposers to enter unit prices for Commercial Trash Collection as further described in RFP Section 7.20. All prices include Collection and exclude franchise fees. All prices include Disposal. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 7.32. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3F.1: Commercial Trash Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Trash Cart collected one time per week	\$	Per Month
2. Additional Commercial Trash Carts collected one time per week	\$	Per Additional Cart per Month
3. Cart Replacement Fee	\$	One-time Fee per Replacement Cart

1. City may add additional notes or delete if not required.

Form 3F.2: Commercial Trash Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
2 CY Compactor	\$	\$	\$	\$	\$	\$
4 CY Compactor	\$	\$	\$	\$	\$	\$
6 CY Compactor	\$	\$	\$	\$	\$	\$
8 CY Compactor	\$	\$	\$	\$	\$	\$

1. City may add additional notes or delete if not required

Form 3F.3: Unscheduled Commercial Front Load Trash Collection

Container Type	Fee per Unscheduled Collection
2 CY	\$
3 CY	\$
4 CY	\$
6 CY	\$
8 CY	\$
10 CY	\$
2 CY Compactor	\$
4 CY Compactor	\$
6 CY Compactor	\$
8 CY Compactor	\$

1. City may add additional notes or delete if not required

Form 3F.4: Commercial Trash Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted	\$	\$	\$	\$
30 CY Uncompacted	\$	\$	\$	\$
40 CY Uncompacted	\$	\$	\$	\$
15 CY Compacted	\$	\$	\$	\$
20 CY Compacted	\$	\$	\$	\$
30 CY Compacted	\$	\$	\$	\$
35 CY Compacted	\$	\$	\$	\$
40 CY Compacted	\$	\$	\$	\$
42 CY Compacted	\$	\$	\$	\$

1. City may add additional notes or delete if not required

Form 3G: Commercial Recycling Collection Services

This form is provided for Proposers to enter unit prices for Commercial Recycling Collection as further described in RFP Section 7.20. All prices include Collection and exclude franchise fees. All prices include Processing of Program Recyclable Materials at a facility provided by the Contractor. All prices for Cart-based services exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs in accordance with RFP Section 7.32. See additional details in the footnotes for each form, if applicable. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3G.1: Commercial Recycling Cart Collection Service

Service	Proposed Fee	Unit
1. One (1) Commercial Recycling Cart collected one time per week	\$	Per Month
2. Additional Commercial Recycling Carts collected one time per week	\$	Per Additional Cart per Month
3. Cart Replacement Fee	\$	One-time Fee per Replacement Cart

1. City may add additional notes or delete if not required.

Form 3G.2: Commercial Recycling Collection Service, Front Load

Container Type	Monthly Cost per Container					
	Collection per Week					
	1	2	3	4	5	6
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
2 CY Compactor	\$	\$	\$	\$	\$	\$
4 CY Compactor	\$	\$	\$	\$	\$	\$
6 CY Compactor	\$	\$	\$	\$	\$	\$
8 CY Compactor	\$	\$	\$	\$	\$	\$

1. City may add additional notes or delete if not required.

Form 3G.3: Unscheduled Commercial Front Load Recycling Collection

Container Type	Fee per Additional Collection
2 CY	\$
3 CY	\$
4 CY	\$
6 CY	\$
8 CY	\$
10 CY	\$
2 CY Compactor	\$
4 CY Compactor	\$
6 CY Compactor	\$
8 CY Compactor	\$

1. City may add additional notes or delete if not required.

Form 3G.4: Commercial Recycling Roll Off Service

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection	Processing Fee (per Ton)
20 CY Uncompacted	\$	\$	\$	\$
30 CY Uncompacted	\$	\$	\$	\$
40 CY Uncompacted	\$	\$	\$	\$
15 CY Compacted	\$	\$	\$	\$
20 CY Compacted	\$	\$	\$	\$
30 CY Compacted	\$	\$	\$	\$
35 CY Compacted	\$	\$	\$	\$
40 CY Compacted	\$	\$	\$	\$
42 CY Compacted	\$	\$	\$	\$

1. City may add additional notes or delete if not required.

Form 3H: Optional Cart Purchase Services

The Proposer shall enter pricing on Form 3H.1 for Optional Cart Purchase Services as further described in Section 7.21. All fees entered in Table 1 include the cost of ordering and purchase of new Carts, set up and application of logos, labels, or imprinting as requested by the City and initial distribution to Residential Service Units, Commercial Customers, and City Facilities. Excludes cost of ongoing cart management, maintenance, repairs, and exchanges which is included in the monthly collection fees on Form 3A, Form 3B, Form 3F.1, and Form 3G.1. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees.

Form 3H.1: Contractor Purchase of New City-Owned Carts

Service	Proposed Fee	Unit
Option 1: Contractor purchase of new City-owned Carts. City retains Carts at the end of the Agreement Term.	\$	One-time fee per Cart payable when a new Cart is delivered to a customer.
Option 2: Carts purchased and owned by Contractor and retained by Contractor at the end of the Agreement Term.	\$	One-time fee per Cart payable when a new Cart is delivered to a customer.

On Form 3H.2, the Proposer shall enter the proposed fee for the Contractor to distribute Carts purchased by the City directly from the manufacturer on behalf of the City at the City's request. Distribution of Carts purchased directly by the City is an optional service, and the City may elect to contract with the manufacturer for Cart distribution without further obligation to the Contractor at its sole discretion.

Form 3H.2: Optional Distribution of City-Purchased Carts

Service	Proposed Fee	Unit
Distribution of City-Purchased Carts at City's request	\$	One-time fee payable upon initial distribution of Carts to Residential Service Units, Commercial Customers, and City Facilities at Service Commencement.

Form 3I: City Events and Special Projects

This form is provided for Offerors to indicate unit prices for Event and Special Projects as described in Section 7.23. Offerors are required to enter proposed unit Contract Rates for all items. All unit rates include Processing of Program Recyclable Material and include Disposal. All pricing shall include Collection, Processing, and Disposal and exclude franchise fees. This service is optional.

Rear Load Rental¹

Material Type	Rear Load Rental Fee (per Hour)	Disposal Fee (per Ton)
Trash	\$	\$
Recycling	\$	\$

¹ Rear Load Rental is inclusive of driver, fuel, hauling to processing facility and other incidental costs. Driver must remain with the vehicle.

Trash Containers

Container Type and Size	Container Rental Fee (per Day)	Initial Delivery Fee (One-time)	Fee per Collection	Disposal Fee (per Ton)
96-Gallon Cart	\$	\$	\$	\$
20 CY Roll-Off Uncompacted	\$	\$	\$	\$
30 CY Roll-Off Uncompacted	\$	\$	\$	\$
40 CY Roll-Off Uncompacted	\$	\$	\$	\$

Recycling Containers

Container Type and Size	Container Rental Fee (per Day)	Initial Delivery Fee (One-time)	Fee per Collection	Disposal Fee (per Ton)
96-Gallon Cart	\$	\$	\$	\$
20 CY Roll-Off Uncompacted	\$	\$	\$	\$
30 CY Roll-Off Uncompacted	\$	\$	\$	\$
40 CY Roll-Off Uncompacted	\$	\$	\$	\$

FORM 4
CERTIFICATE OF INSURABILITY

I hereby certify that as a Proposer to the City of [CITY NAME] for Solicitation Number_____, I am fully aware the Insurance Requirements contained in the Agreement, located in Exhibit B to this RFP, apply if I am awarded one or more service options pursuant to this RFP. Furthermore, I hereby assure the City of [CITY NAME] that I am able to produce the insurance coverage required should I be selected for contract award.

Should I be awarded a contract, and then become unable to produce the Insurance coverage specified within fourteen (14) calendar days, I understand that I may not be considered for further projects by the City of [CITY NAME].

Signature of Proposer

Printed Name of Signee

Company Name

Date

FORM 6
NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to submit this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by the Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this Proposal, and that neither the Proposer nor their employees nor agents have been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of goods or services or to influence any person to propose or not to propose thereon.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

FORM 7
SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

FORM 8
EXCEPTION FORM

Proposer Name: _____

List any exceptions to the RFP, Draft Agreement, or other RFP Documents in the space provided. Proposers shall clearly identify the section reference to which the exception pertains. Proposers shall include the exception, a summary discussion of reasons for the exception, any proposed alternative language, the location in the RFP Documents where they are taking the exception, sections of the Proposal where alternatives are discussed, and any other information required pursuant to Section 6.11 of the RFP.

Exceptions

If additional space is needed, include additional copies of this page.

All Proposers MUST COMPLETE this page.

RETURN with Proposal or Proposal will be considered NON-RESPONSIVE.

Our proposal is submitted according to: _____ Proposed exceptions listed above

OR _____ No exceptions

FORM 9
RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF [CITY NAME], TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FORM 10
SIGNATURE FORM

The undersigned agrees, if the best and final proposal is accepted, to furnish all goods and services at the price and upon the terms and conditions contained in the RFP Documents. By signing and submitting this Proposal, the Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

Proposer (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State, and Zip	Title of Signator
Telephone No.	Mobile No.
Email Address	Date Signed

The Proposer is (check one):

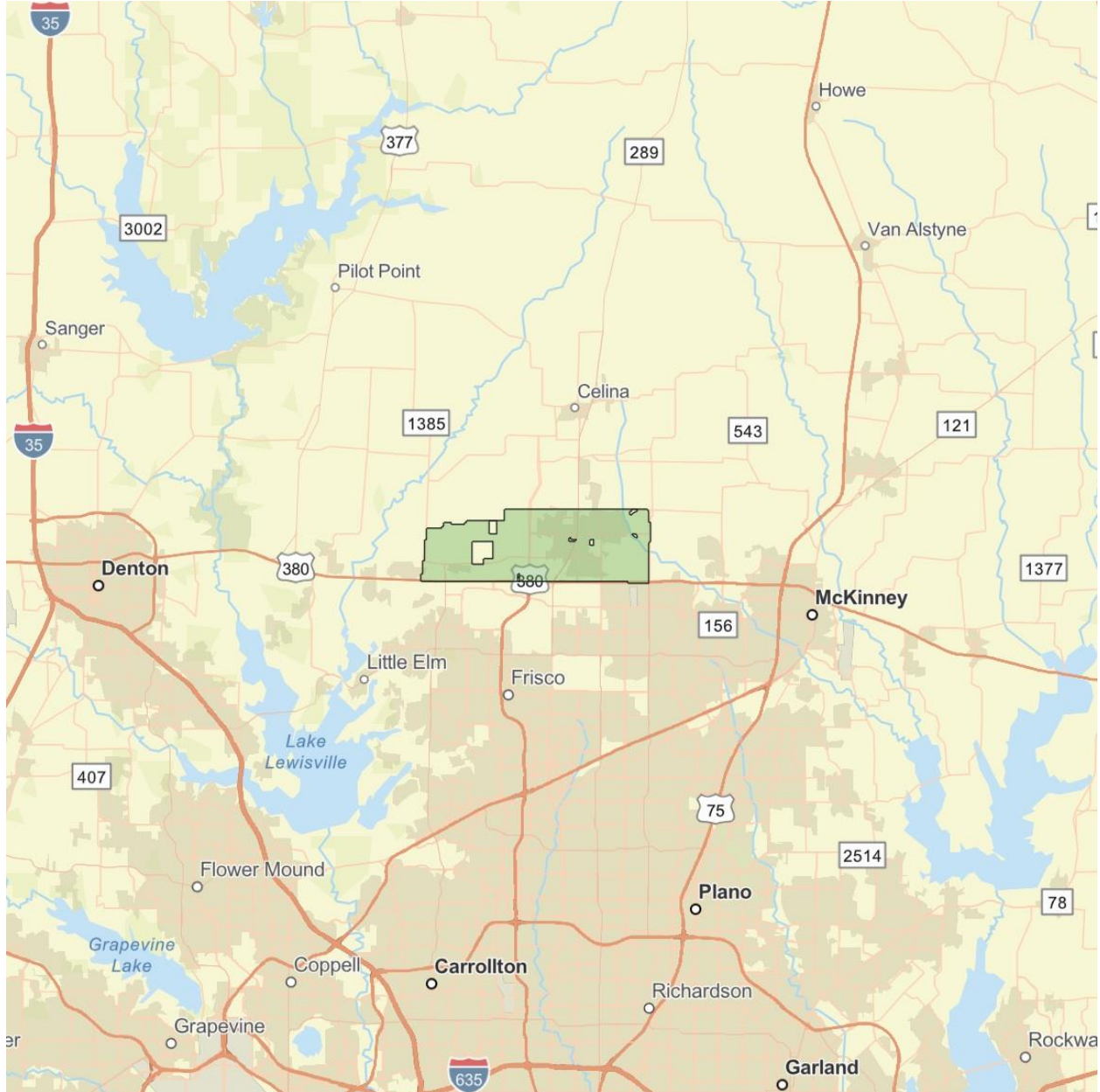
- _____ An individual proprietorship
- _____ A partnership
- _____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

If not the same as above, indicate the city and state that your principal place of business is located:

EXHIBIT A MAPS

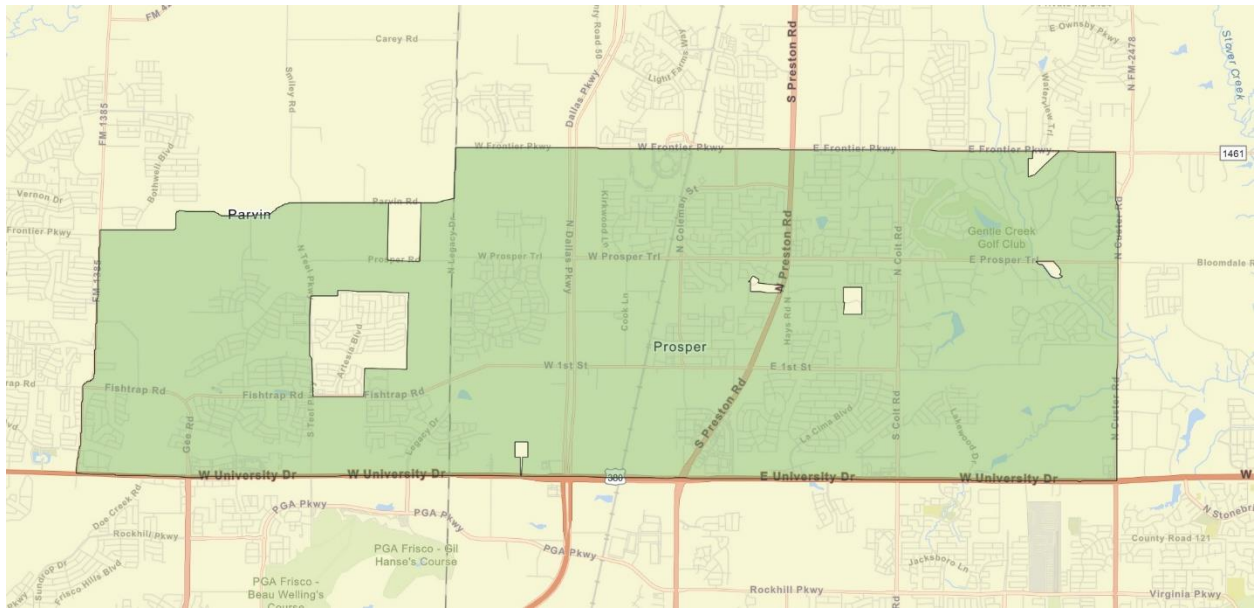
[Back to Guidebook](#)

Map 1 Regional Map



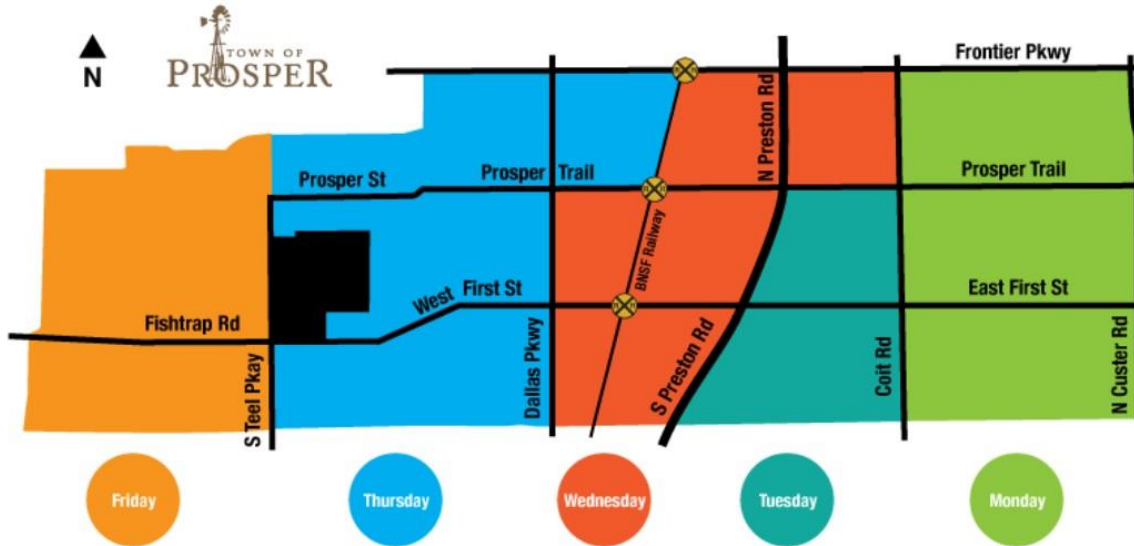
SAMPLE

Map 2 Street Map



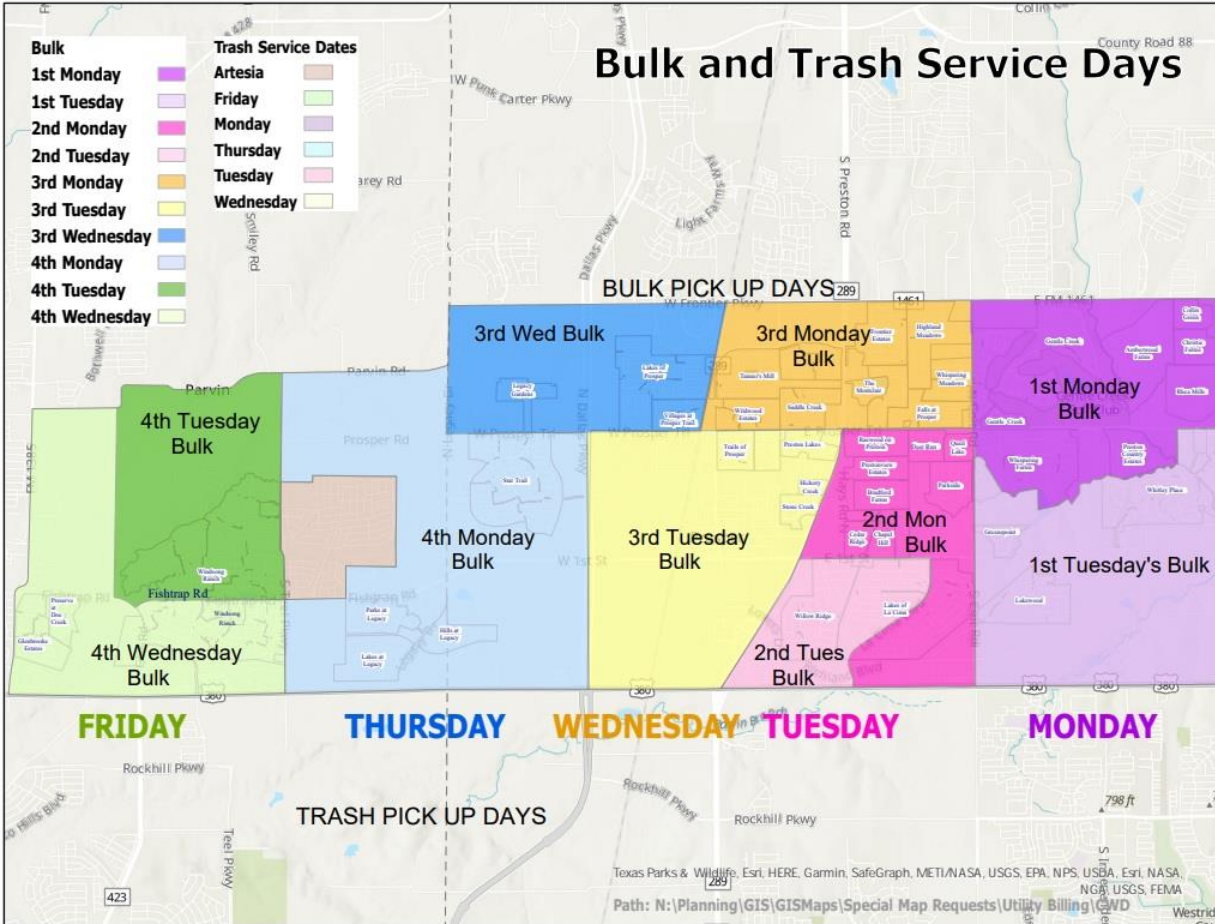
SAMPLE

Map 3 Current Collection Days (Trash, Recycling, and Yard Waste)



SAMPLE

Map 4 Current Collection Days (Bulky Waste)



SAMPLE

EXHIBIT B

DRAFT AGREEMENT

[Insert the completed Draft Agreement (Developed using Appendix A of the Guide, below) as Exhibit C of the final RFP document]

Appendix B – Agreement Template

CONTRACT TEMPLATE

[**Note:** Delete this note and contract template header above.

This Draft Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor.]

DRAFT SOLID WASTE AND RECYCLING SERVICES AGREEMENT

between

CITY OF [CITY NAME], TEXAS

and

[SELECTED CONTRACTOR]

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SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT

between

CITY OF [CITY NAME], TEXAS

and

[Contractor]

This Agreement is made on [DATE], between the **CITY OF [CITY NAME]**, a Texas municipal home rule corporation, hereinafter referred to as "the City," and **[CONTRACTOR]**, a corporation, hereinafter referred to as "the Contractor."

1.0 RECITALS

WHEREAS, The City issued a Request for Proposals for **Solid Waste** and **Recycling** Collection Services (hereinafter "the RFP"); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before [DATE]; and,

WHEREAS, The City received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The City and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The City desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Contractor agree as follows:

1.1 Recitals Incorporation

The foregoing recitals are true and correct and hereby incorporated herein by reference.

2.0 DEFINITIONS

2.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

5G — 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.

Act of Default or Default — Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.

Additional Brush and Bulky Waste Services — Additional Residential Brush and Bulky Waste Services shall mean Residential Brush and Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.4.

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

Agreement Term — Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.

Alley Service Unit — Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Application Programming Interface (API) — API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the City's data management and/or billing software.

Bag — Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.

Beyond Contractor's Control — Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush — Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste — Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.

Bulky Waste Services — Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

City — City shall mean the City of [CITY NAME], Texas, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive City Services. The City has the sole authority to add or eliminate City Events to receive City Services.

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

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 4.1.

City Services — City Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for City Facilities, and City Events as further described in Section 10.

Council — Council shall mean the City Council, the governing body of the City.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.

Collection Day — Collection Day shall have the meaning set out in Section 12.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-Off Container(s) located at their residence.

Commercial Recyclable Material — Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.

Commercial Recycling Collection Services — Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.

Commercial Trash — Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.

Commercial Trash Collection Services — Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-Off Container.

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

Contract Rates — Contract Rates shall mean the unit prices for Services as shown in Services as shown in Attachment 3 and Attachment 4 respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

Customer — Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.

CY — See Cubic Yard.

Delivery Facility — Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the City where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.

Discharge — Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site — Disposal Site shall mean a Solid Waste management facility authorized by the Texas Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Effective Date — Effective Date shall mean the effective date of the Agreement as defined in Section 7.1.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 41.

Front Load Container — Front Load Container shall mean any Container, with a capacity of two (2) cubic yards to ten (10) cubic yards and designed to be lifted and emptied into a standard front load collection vehicles as approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

Gross Revenues — Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.

Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

May — May shall mean something that is not mandatory but permissible.

Missed Collection — Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location — Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex — Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit — Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 7.3.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.

Processing Facility — Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Glass Recyclable Material — Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Household Hazardous Waste (HHW) Material — Program Household Hazardous Waste Material shall mean paint, motor oil, batteries, cleaners, herbicides, insecticides and other common household

hazardous wastes as listed in Attachment 5 and approved by the City for acceptance in its Household Hazardous Waste Collection Services program.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

- (i) Kraft paper;
- (ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
- (iii) Old newspaper including slick paper inserts;
- (iv) Chipboard; and
- (v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Material.

Proposal — Proposal shall mean the proposal submitted by the Contractor in response to the Request for Proposals.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Recyclable Material Facility — Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Request for Proposals (RFP) — Request for Proposals shall mean City of Proposer Request for Proposals Number 2023-16-A through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see “Request for Proposals.”

Roll-Off Container— Roll-Off Container shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is designed to be loaded onto a standard roll-off truck and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the City.

Rubbish — Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of [CITY NAME], Texas, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean February 1, 2024, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

Single Stream — Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.

Solid Waste — Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

- (i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
- (ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

Solid Waste Facility — Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.

Special Waste — Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:

- (i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Texas Administrative Code, Title 30
- (ii) Class 1 industrial nonhazardous waste
- (iii) Untreated medical waste
- (iv) Septic tank pumpings
- (v) Grease and grit trap waste
- (vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
- (vii) Slaughterhouse wastes
- (viii) Dead animals
- (ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
- (x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container
- (xi) Discarded materials containing asbestos
- (xii) Incinerator ash
- (xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Texas Administrative Code, Title 30
- (xiv) Used oil
- (xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
- (xvi) Waste generated outside the boundaries of Texas that contains:
 - (a) any industrial waste

(b) any waste associated with oil, gas, and geothermal exploration, production, or development activities

(c) any item listed as a special waste in this paragraph

(xvii) Lead acid storage batteries

(xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Texas.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Attachment 2.

Trash — Trash shall mean Residential Trash and Commercial Trash.

Trash Collection Services — Trash Collection Services shall mean Residential Trash Collection Services and Commercial Trash Collection Services.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

Yard Waste — Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

Yard Waste Bag — Yard Waste Bag shall mean Kraft bag or other sack authorized by the City, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.

Yard Waste Bundle — Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.

Yard Waste Collection Service — Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

3.0 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

- (i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.
- (ii) [The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7.0 of this Agreement.](#)
- (iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.
- (iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.
- (v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.
- (vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

4.0 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: [\[NOTE: Information will be added to final Agreement upon award by the City to the successful Proposer\]](#)

If to the City: [TITLE OF DESIGNATED CITY REPRESENTATIVE]

[CITY NAME]

[CITY ADDRESS]

The [TITLE OF DESIGNATED CITY REPRESENTATIVE] serves as the City's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Agreement and may subject the Contractor or subcontractor to penalties up to and including termination of this Agreement or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Agreement to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Agreement if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article shall be included in any agreements with subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Texas by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In addition, the Contractor shall comply with the following laws:

- (i) Occupational Safety and Health Administration (OSHA)

The Contractor warrants that any work performed on City property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

- (ii) **Equal Employment Opportunity**
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.
- (iii) **Fair Labor Standards Act**
Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.0 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the [CITY NAME], Texas, as may be amended from time to time.

6.0 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Collection Services within the City including providing all Collection Services to Residential Service Units, Multi-family Complexes, and Commercial Service Units including industrial or institutional properties and construction sites. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the City that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

7.0 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

7.2 Initial Term

Unless sooner terminated in accordance with Section 42.0, the Initial Term of the Agreement shall be for a [CONTRACT TERM LENGTH] year period commencing on [DATE & TIME] and continuing in effect until [DATE & TIME].

7.3 Optional Renewal Terms

After the Initial Term, the City may, at its sole discretion, specify one or more Optional Renewal Terms for the Agreement with a combined total length of not more than [RENEWABLE TERM LENGTH] years such that the total length of the Agreement including the Initial Term and Optional Renewal Terms shall not be longer than [MAX YEARS] years.

Optional Renewal Terms shall be on the same terms and conditions that were in effect on the date that the Initial Term or previous Optional Renewal Term expired. The City shall provide written notice to the Contractor of its intention to exercise any Optional Renewal Term not later than one-hundred-eighty (180) calendar days prior to the scheduled expiration date of the Initial Term or the then current Optional Renewal Term of this Agreement. This provision in no way limits the City's right to terminate this Agreement at any time during the Initial Term or any Optional Renewal Term pursuant to the provisions in this Agreement.

8.0 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services

The Contractor shall collect one (1) time per week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, one (1) time per week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

8.1.3 Residential Yard Waste Collection Services

The Contractor shall collect one (1) time per week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Yard Waste Bags and Yard Waste Bundles placed at the Curbside.

At no additional cost to the City, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27 and deliver them to the Processing Facility for composting. Artificial trees, bagged trees, or trees with lights, ornaments, or flocking shall not be accepted. Residents are not required to cut and bundle trees as required for normal Yard Waste collection. In addition, the Contractor shall collect Christmas trees from up to two drop-off locations designated and operated by the City.

8.1.4 Residential Brush and Bulky Waste Collection Services

The Contractor shall provide Curbside Collection of Brush and Bulky Waste to all Residential Service Units. Residents may set out up to four (4) cubic yards of Brush and Bulky Waste per Collection. Residents may request Additional Brush and Bulky Waste Collection Services in accordance with Section 8.1.5.

8.1.5 Additional Residential Brush and Bulky Waste Collection Services

A Resident may submit a request to the Contractor for Additional Residential Brush and Bulky Waste Collection Services. Upon receipt of a request from a Resident for Additional Residential Brush and Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Brush and Bulky Waste as specified by the Resident for an additional charge.

8.1.6 Household Hazardous Waste Collection Services

The Contractor shall provide at-your-door collection of Program HHW Materials on a [BY-APPOINTMENT/SCHEDULED] basis. Residents shall set out Program HHW Materials in containers approved by the City and Contractor at scheduled times in pre-approved locations accessible to the contractor and near the front door, if possible. The pre-approved locations shall be chosen to be out of public view and to otherwise minimize any risk to the public from the Program HHW Materials. The Contractor shall collect the material, transport it to a pre-approved HHW Processing Facility, and manage the materials in an environmentally responsible manner in accordance with applicable law. All Contractor costs associated with Collection and Processing of Program HHW Material shall be included in the Contract Rates.

8.2 Residential Collection Services Location

Except as described below, **Residential Collection Services** shall be provided at the Curbside.

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide **Residential Trash Collection Services** and **Residential Recycling Collection Services** at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards. **Residential Yard Waste**

Collection Services and Residential Brush and Bulky Waste Collection Services shall be provided at the Curbside for such Residential Service Units.

In limited areas, as identified by the City, the Contractor shall collect Trash, Recycling, and Yard Waste in alleys. Brush and Bulky Waste Collection shall be at the Curbside in front of the house and not the alley. Alley Service Units may not be conducive to operation of the Contractor's regular collection vehicles. The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys.

The Contractor shall provide Residential Collection Services from City-approved Modified Collection Locations and Alley Service Units at no additional cost to the City.

9.0 COMMERCIAL COLLECTION SERVICES

9.1 Commercial Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all Commercial Customers within the Service Area. For the purposes of the Agreement, Commercial Customers are defined to include but not be limited to Multi-family Complexes, businesses, industrial, and institutional properties, construction projects, and individuals renting one (1) or more Roll-Off Containers located at their residence.

The Contractor shall provide Trash and Recycling Collection Service to Commercial Customers using Container types, sizes, and collection frequencies specified by the Customer. The Contractor shall provide collection frequencies up to six days per week using the following Commercial Container options.

Container Type	Size Options
Cart	96 Gallon
Front Load (Uncompacted)	2 CY, 3 CY, 4 CY, 6 CY, 8 CY, 10 CY
Front Load (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-Off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-Off (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

A Trash or Recycling Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Trash Cart and contents.

9.2 Commercial Collection Service Location

Upon commencement of a new Commercial Collection account, the Contractor and the Customer shall agree upon a location that can be accessed by collection vehicles and that does not interfere with or endanger vehicles or pedestrians.

9.3 Unscheduled Extra Collection

The Contractor shall accommodate requests from Customers for additional Front Load Container Collection on days other than their regularly scheduled Collection Days provided that the request is received at least 48

hours before the additional collection is scheduled to occur. The Collection Service Contractor shall invoice Customers for unscheduled extra collection at the Contract Rates.

10.0 CITY FACILITIES

The Contractor shall provide Collection and Disposal of **Trash** and Collection and Processing of **Program Recyclable Materials** to all City Facilities as designated by the City. The City shall decide on the number and size of Carts and Containers and collection frequencies at each designated City Facility. The Contractor shall invoice the City for Services provided to City Facilities at the Contract Rates.

11.0 CITY EVENTS AND SPECIAL PROJECTS

The Contractor shall provide Collection, Processing, and Disposal services for City events as designated by the City, including but not limited to the following.

- The City may request up to [#] Roll-Off Containers per year to support City projects such as storm debris or litter clean up at no additional cost to the City. The Contractor shall supply hauling and Disposal of the materials collected in these Roll-Off Containers.
- The City may request additional collection services for City events and projects at the Contract Rates for equipment rentals in Attachment 4. Rental rates include supply of equipment, a driver, fuel, hauling, Disposal, and other incidental costs. If requested by the City, the driver must remain on-site during the event at no additional cost to the City.

The City shall endeavor to provide reasonable notice in advance of not less than seven (7) days in pre-planned, non-emergency circumstances. The Contractor shall make all reasonable efforts to accommodate requests with less notice in situations that could not reasonably have been foreseen by the City.

12.0 COLLECTION DAYS AND HOLIDAYS

12.1 Commercial Collection Days

Commercial Collection Services occur at a frequency and on Collection Days that are mutually agreed upon by the Customer and the Contractor up to six (6) times per week, Monday through Saturday.

12.2 Residential Collection Days

Each Residential Service Unit shall receive **Trash**, **Recycling**, and **Yard Waste** Collection Services on a single, weekly Collection Day which shall occur on the same day each week according to a published schedule.

12.3 City Services Collection Days

City Services Collection occurs at a frequency and on Collection Days that are mutually agreed upon by the Contractor and the City.

12.4 Holidays

The Proposer shall not provide Service on Thanksgiving and Christmas. Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on Thanksgiving and Christmas but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday. Any costs of Holiday observances are included in the Contact Rates.

13.0 HOURS OF OPERATION

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 38.0.

Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	[0:00AM TO 0:00PM, DAY OF WEEK TO DAY OF WEEK] Saturday Collection [0:00AM TO 0:00PM] permitted as required to provide make-up Collection for observed Holidays only.
Commercial Collection Services and City Services	[0:00AM TO 0:00PM, DAY OF WEEK TO DAY OF WEEK]

14.0 DISPOSAL SERVICES

The Contractor shall deliver all Trash and Brush and Bulky Waste collected under this agreement to [Pre-Approved Disposal Site Location] (the Disposal Site) for management in accordance with good environmental practice and compliance with applicable law. The Disposal Site shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Disposal is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity at the Disposal Site(s) to manage all Trash and Bulk Waste collected in the Town throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Disposal Site upon request.

15.0 RECYCLABLE MATERIAL PROCESSING SERVICES

15.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located [Pre-Approved Disposal Site Location]. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Contractor shall utilize a Recyclable Material Facility in compliance with all applicable laws. The Recyclable Material Facility shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Recyclable Material Facility shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Recyclable Material Facility's operating records and/or perform material composition audits to verify compliance with these requirements.

The Recyclable Material Facility shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 38.0. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including the location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rate.

15.2 Addition and Deletion of Program Recyclable Materials

The City reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the City and Contractor agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

16.0 YARD WASTE PROCESSING SERVICES

The Contractor shall deliver all Yard Waste collected under this Agreement to [Pre-Approved Yard Waste Processing Facility Location] (the Yard Waste Processing Facility) for Processing into compost or mulch in accordance with good environmental practice and compliance with applicable law. The Yard Waste Processing Facility shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Processing is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity to manage all Yard Waste collected pursuant to this Agreement throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Yard Waste Processing facility upon request.

17.0 TRANSFER STATION PROCESSING SERVICES

If the Contractor uses a transfer station to transport solid waste materials to an approved Disposal site, the Contractor shall obtain pre-approval from the City, which approval shall not be unreasonably withheld. Transfer Station operations shall be conducted in accordance with good environmental practice and compliance with applicable law. The cost of using any transfer station is included in the Contract Rates. The City shall be allowed to inspect operations at any transfer station used pursuant to this Agreement upon request.

18.0 HOUSEHOLD HAZARDOUS WASTE PROCESSING SERVICES

The Contractor shall deliver all Program HHW Material collected under this Agreement to [Pre-Approved Processing Facility] (the Program HHW Material Processing Facility) for Processing in accordance with good environmental practice and compliance with applicable law. The Program HHW Material Processing Facility shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Processing is included in the Contract Rates for Collection and shall be paid directly to the Program HHW Material Processing Facility by the City]. The Contractor shall maintain sufficient capacity to manage all Program HHW Material collected pursuant to this Agreement throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Program HHW Material Processing facility upon request.

19.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS AND YARD WASTE PROHIBITED

19.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

19.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

19.3 Disposal of Yard Waste Prohibited

The Contractor shall not dispose Yard Waste or deliver finished or unfinished products derived from Yard Waste to markets that the Contractor knows or reasonably should have anticipated would dispose of the products derived from Yard Waste except when approved in writing by the City.

20.0 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 41.0.

21.0 COLLECTION VEHICLES

21.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification from the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly.

21.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in

letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the City. Wrap graphics may be for the purpose of City-related education, events, announcements, or other content approved by the City. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be City's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

21.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

21.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

21.5 Collection Vehicle Specifications

The Contractor shall use [COLLECTION VEHICLE TYPE] collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (**Residential Trash Collection Services** and **Residential Recycling Services**). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of [COLLECTION VEHICLE TYPE] collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than [COLLECTION VEHICLE TYPE].

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the City and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the City's data management system. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the City's data management system. The City reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance.

22.0 CARTS

22.1 Ownership of Carts

Title to and ownership of all trash and recycling Carts is, at all times, with the City regardless of whether such Carts are in the possession of Contractor, Residential Service Units, Commercial Service Units, City Facilities or any other entity or individual.

22.2 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City. The City shall retain ownership of all Carts, in accordance with Section 22.122.1.

The Contractor shall be required to provide **Trash Services** and **Recycling Services** utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential and Commercial Customers. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

22.3 Cart Inventory Data

22.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

- (i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;
- (ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and
- (iii) Number and type of Carts at each Residential Service Unit, Commercial Service Unit, and City Facility22.3.2.

22.3.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the City with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 22.322.3.1. The initial report shall be submitted to the City within three (3) months of the Service Commencement Date and shall be based upon information gathered during

initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3) years thereafter, on the same month in which the Agreement commenced. Subsequent Cart inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of **Trash** and **Recycling** Carts being serviced at each Residential Service Unit, Commercial Service Unit, and City Facility and update the database if required.

The City shall use the comprehensive report to identify the number of **Trash Service Carts** and **Recycling Service Carts** that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the City, in accordance with the rates established in the Agreement.

Upon notification and request by the City, the Contractor shall be required to collect from **Residential Service Units**, **Commercial Service Units**, **City Facilities**, and **City Events** any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

22.4 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to **Residential** and **Commercial** Customers at no additional cost. The number of **Trash** or **Recycling** Carts to be distributed shall be equal to the number of each type of Cart in use by each **Residential Service Unit** or **Commercial Customer** or **City Services** location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to **Residential Service Units**, **Commercial Customers**, and **City Facilities and Events**. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart.

22.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

22.6 Cart Purchase

The **[Contractor/City]** shall be responsible for sourcing and purchasing Carts meeting the specifications in Section 22.8 and delivering them to the Contractor's designated maintenance and storage facility to be managed by the Contractor in accordance with Section 22.0. The Contractor and City shall work cooperatively to maintain inventories of Carts at appropriate levels. The Carts shall be owned by the **[Contractor/City]** and retained by the **[Contractor/City]** at the end of the Agreement Term.

22.7 Cart Maintenance, Repair, and Replacement

- (i) The Contractor shall maintain and repair Carts for the collection of **Trash** and **Program Recyclable Materials**., in accordance with the Agreement
- (ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing

warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units, Commercial Customers, and City Facilities and Events.

- (iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.
- (iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.
- (v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.
- (vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

22.8 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

- (i) Carts shall have a minimum 10-year warranty in accordance with Section 22.10.
- (ii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.
- (iii) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.
- (iv) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition "A" for rotational Carts or Condition "B" for injection molded Carts.
- (v) The capacity of Carts shall be approximately 96 U.S. gallons.
- (vi) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8") diameter solid axle) and handles so that it can be pushed or pulled with little effort.
- (vii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 22.7 of the Agreement. The following are considered replacement parts:
 - a. Wheels and assemblies;
 - b. Lids and assemblies;
 - c. All associated fasteners and brackets.
- (viii) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150) degrees Fahrenheit, when under two hundred (200) pounds per square inch compression,

applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.

- (ix) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.
- (x) Cart lids shall have the following specifications:
 - a. Shall be designed to facilitate water run-off.
 - b. Design prevents the lid from being flung open by the wind.
 - c. Shall be closed by the weight of the lid only. No latches are used or required.
 - d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.
- (xi) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.
- (xii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.
- (xiii) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

22.9 Cart Appearance

- (i) Carts shall have an appearance as specified by the City, including, but not limited to:
 - a. Color.
 - b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.
 - c. Serial numbers or other numbering system of City's choosing.
 - d. Size and color of the Carts are Navy Blue, Brown, Forest Green or other color as directed by the City, and are stabilized against ultraviolet light attack with UV 531 or equivalent.
 - e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.
 - f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.
- (ii) Carts shall have no markings or advertising for any entity other than the City.

22.10 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If at any time during the

warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

- (i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.
- (ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.
- (iii) Does not continuously perform in the intended manner as set forth in Section 22.8 (including smooth maneuverability).
- (iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.
- (v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.
- (vi) Failure of any plastic component resulting from rodents or other wildlife damage.
- (vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

23.0 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to Front Load Containers, Roll-Off Containers and any vehicles used to service Commercial Service Units, City Facilities and City Events.

23.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

23.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City.

23.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

23.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

23.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

24.0 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

- (i) [A set-out of Recycling that contains more than thirty percent \(30%\) materials that are not Program Recyclable Materials](#)
- (ii) A set-out exceeds quantity limits as established in this Agreement
- (iii) A set-out is not placed at the Curbside or is inaccessible due to barriers
- (iv) A set out is placed in bags or other non-standard containers
- (v) Waste materials are placed on top of a Cart or a Cart cannot be closed

(vi) A set-out presents a substantial danger to the Contractor's employees or the public
(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated
In the event of an Unaccepted Set-out, the Contractor shall:

- (i) Take a photograph of the entire set-out
- (ii) Collect any portion that is properly set-out and can be easily separated
- (iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out
- (iv) Record the location address

For Brush and Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0.

25.0 MISSED COLLECTION

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 38.0. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 5:00 PM on the day after the complaint is received.

26.0 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the City without written approval from the City.

- (i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City and shall include one (1) original with two (2) carbon copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers, informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

27.0 SPILLAGE, LEAKAGE AND LITTER

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 38.0.

28.0 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for **Residential** and **Commercial Collection** Services. The Contractor will report in writing to the City any Residential set-outs and Commercial accounts or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the Residential and Commercial customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

29.0 COST ADJUSTMENT

29.1 Annual Cost Adjustment Process

The Contract Rates shall remain effective from the execution of this Agreement through [DATE]. Thereafter, cost adjustments may be requested by the Contractor(s) each new Fiscal Year and are subject to approval by the City. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

- (i) Cost adjustments will be based on annual changes to indices agreed to by the City and the Contractor.
- (ii) Cost adjustment requests must be received by June 1st of each year (taking effect the following October 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.
- (iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by June 1st of a year.
- (iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (15%) over a four-year period.

29.2 Annual Cost Adjustment Index

Subject to City approval, the Contract Rates shall be adjusted on October 1, 2025 and every October 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Trash and Trash Collection over the 12-month period ended September.

30.0 PERSONNEL

30.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

30.2 Personnel Standards

- (i) The Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.
- (ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.
- (iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.
- (iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.
- (v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor
- (vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.
- (vii) In performance of all Services, the Contractor's employees shall adhere to municipal, City, State and federal laws.

The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

31.0 CUSTOMER SERVICE

31.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning.

The Contractor shall at all times supply labor, information, and resources as reasonably required to assist the City with responding to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The City will log any service requests, complaints or inquiries that it receives before forwarding them to the Contractor for appropriate action.

The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

- (i) Customer name, address, and phone number;
- (ii) Description of request, complaint, or inquiry;
- (iii) Date and time the request, complaint, or inquiry was received;
- (iv) Summary of any investigations or actions taken to address the issue; and
- (v) Name of Contractor employee responsible for follow-up.
The Contractor shall be the primary point of contact for commercial service requests, commercial billing, and related inquiries.

32.0 PLANNING DOCUMENTS

32.1 Contingency Plan

No later than 90 days after the Effective Date, the Contractor shall submit a final Contingency Plan to the City for approval describing their response to unplanned events that can disrupt service and/or pose a risk to human health and safety which shall be consistent with the draft Contingency Plan submitted with the Proposal. Upon approval by the City, the Contingency Plan shall be incorporated into the Agreement by reference as Attachment 1.

At minimum, the Contingency Plan will address the following topics.

- (vi) Notification procedures
- (vii) Alternate facilities or equipment that can be used during unplanned downtime
- (viii) Fire prevention and response
- (ix) Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up spills on public roadways

- (x) Hazardous waste response
- (xi) Collection vehicle collision response

The Contractor shall be prepared to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan. The Contingency Plan shall also describe the actions that will be taken by the Contractor upon any discovery of Hazardous Waste and/or Special Waste in a vehicle or facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

32.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Attachment 2.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 32.0 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 42.0.

33.0 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

34.0 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

35.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

36.0 OWNERSHIP AND RISK OF LOSS FOR TRASH, BRUSH AND BULKY WASTE, YARD WASTE AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Brush and Bulky Waste, Yard Waste and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

37.0 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State and acceptable to the City. The Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

- (i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (ii) Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
- (iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

- (i) A waiver of subrogation in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- (ii) The City, its officials, employees and officers shall be covered as additional insureds on the

Commercial General Liability and Business Automobile Liability policies.

- (iii) Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor.

38.0 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collection will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

38.1 Liquidated Damages - General

- (i) Violation of any local, State, or Federal regulations
\$500 each incident
- (ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
\$250 each incident
- (i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
\$100 each incident

- (ii) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
\$250 each incident
- (iii) Failure to provide a timely or complete monthly or annual report
\$250 each incident

38.2 Liquidated Damages -Collection Services

- (i) Missed Collection
\$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out
- (iv) Missed Block Collection
\$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out
- (v) Failure to Provide Collection Services within specified Hours of Operation
\$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

\$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

\$500 each incident
- (vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Brush and Bulky Waste Services
\$250 each incident
- (vii) Failure to Complete a Majority (50%) of the collection on a given day
\$2,500 each incident
- (viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
\$250 each incident
- (ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the City
\$100 each incident
- (x) Failure to return Cart or Container to approximately original location
\$50 each incident
- (xi) Placing Recyclable Material in Solid Waste containers or vehicles
\$1,000 each incident

- (xii) Failure to provide updated route maps to City after change in routing
\$50 per day each day beyond thirty (30) calendar days after change in routing
- (xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
\$100 each incident
- (xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
\$100 each incident
- (xv) Failure to respond to any customer complaint received by the close of the following business day
\$100 per business day thereafter per incident
- (xvi) Failure to provide the City with the required resolved customer complaint documentation
\$50 per business day after the close of the business day following the date of the incident
- (xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
\$3,000 each day
- (xviii) Failure for three or more consecutive calendar days to collect **Trash** or **Recyclable** Materials from at least 95% of Residential Service Units or 95% of Commercial Customers
\$50,000 as a one-time cost and \$15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

38.3 Liquidated Damages -Processing and Disposal Services

- (iii) Failure to accept materials during hours of operation
\$250 per hour, up to \$2,500 per day
- (iv) **Failure to market Recovered Materials**
\$2,500 per occurrence
- (v) **Failure to market mulch or compost from Yard Waste Processing**
\$2,500 per occurrence.
- (vi) Disposal of **Program Recyclable Material** or **Yard Waste**
\$2,500 per occurrence.

39.0 PAYMENT WITHHELD

In addition to express provisions contained elsewhere in this Agreement, City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

- (i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control
- (ii) Defective work not corrected
- (iii) Contractor's failure to carry out instructions or orders of the City or its representative

- (iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid
- (iv) Execution of work not in accordance with the Agreement
- (v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims
- (vi) Failure of Contractor to make payments to any subcontractor for material or labor
- (vii) Damage to another contractor
- (viii) Unsafe working conditions allowed to persist by Contractor
- (ix) Failure of Contractor to provide required reports and other reports as required by City
- (x) Use of any subcontractors without the City's prior written approval
- (xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

40.0 LETTER OF CREDIT OR PERFORMANCE BOND

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services shall each (1) make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

41.0 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or
- (iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

42.0 TERMINATION

42.1 Termination for Cause

City may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

- (i) Suffering an Event of Bankruptcy or Insolvency;
- (ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;
- (iii) Being adjudicated as a bankrupt;
- (iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- (v) Committing an act of default; or
- (vi) Failing to timely and fully pay any or all impositions.

If the City elects to terminate this Agreement prior to expiration for any of the reasons listed above, the City shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the City, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 32.2 and the Transition Plan.

If the Contractor refuses or is unable to continue providing Services, the City shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the City to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the City shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the City against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure City of its rights hereunder.

43.0 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by City. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. City may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

44.0 DISPUTE RESOLUTION

44.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

44.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the City shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the City. The written request shall set forth all the facts surrounding the controversy.

44.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the City. The City shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the City determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the City Council. The City Council shall render a written

decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the City Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City Council, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the City, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the City. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the City agree that if the Contractor and/or the City elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Collin County, Texas.

44.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with City in good faith in accordance with the dispute resolution process described in Section 44.3.

Notwithstanding the other provisions in this Section, the City reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the City provides written notice to Contractor pursuant to Section 42.0 of this Agreement. Upon termination, City may call the performance bond (Section 40.0) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

45.0 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

- (ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City
- (iii) Document missed collection and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection
- (iv) Document damaged Carts by address, description of damage, and other information as requested by the City
- (v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City
- (vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City
- (vii) Document inactive accounts by address and other information as requested by the City
- (viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring
- (ix) Document monthly tonnage collected by material type as part of **Residential Services**, **Commercial Services**, and **City Services**
- (x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City
- (xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to City
- (xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the City
- (xiii) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

46.0 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

- (i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.
- (ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City.
- (iii) Missed collection and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.
- (iv) Damaged Carts by address, description of damage, and other information as requested by the City.
- (v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

- (vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.
- (vii) Inactive accounts by address and other information as requested by the City.
- (viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.
- (ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

47.0 CUSTOMER BILLING

The City shall be responsible for all billing of Residential Service Units and Commercial Customers under the Agreement. The Contractor shall invoice Residential Service Units or Commercial Customers directly.

The Contractor shall invoice the City monthly for all The Contractor shall invoice the City for Residential Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld. Franchise Fees equal to X% of gross monthly receipts from Commercial Services shall be shown as a credit on the Contractor's invoices to the City for Residential Services. Within ten (10) days of the end of each month, the Contractor shall provide the City with a statement of all fees invoiced for Commercial Collection Services for the month and a calculation of the franchise fee credit amount.

The Contractor's shall invoice Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice residents for any Additional Brush Bulky Waste Collection Services that are requested in in accordance with Section 8.1.5. The Contractor shall be required to divide billings for a single shared Container or enclosure between multiple Commercial Customers if instructed to do so by the City.

48.0 MISCELLANEOUS

48.1 Indemnification

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

48.2 Assignment and/or Subcontracting

This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the written permission of the City, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve

Contractor from any prime responsibility of full, complete satisfactory and acceptable performance. However, the Agreement may be assigned for the purpose of financing after notification and approval of the terms of such assignment by the City's Representative.

48.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

48.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

48.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

48.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

48.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

48.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the City.

48.9 Further Assurance

The Contractor and the City agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

48.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

48.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

48.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

48.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

48.14 Severability

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

48.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the City that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

48.16 Attachments

All Attachments to this Agreement contain additional terms and are incorporated by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Attachments will be included as a component of the final awarded Agreement.]

48.17 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be [County], Texas.

48.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

48.19 Anti-Boycott and Anti-Discrimination

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (i) Does not boycott Israel; and
- (ii) Will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Contractor is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (i) Does not boycott energy companies; and
- (ii) Will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (i) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Contractor is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Contractor verifies by its signature on this Agreement that the Contractor does have a practice, policy, guidance, or directive that discriminate against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (i) Contracts with a sole-source provider; or

- (ii) Does not receive any bids from a company that is able to provide the required written verification.

48.20 Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

49.0 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF [CITY NAME] _____

Approved in Form and Content

By: _____

By: _____

Printed Name: _____

Printed Name: _____

City Name: _____

City Name: _____

Attest: _____

CONTRACTOR

By: _____

Printed Name: _____

Company Name: _____

Attest: _____

Attachment 1 Contingency Plan

[NOTE: The successful Proposer's Contingency Plan (Draft Agreement, Section 32.1), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

Attachment 2

Transition Plan

[NOTE: The successful Proposer's Transition Plan (Draft Agreement, Section 32.2), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

Attachment 3

Residential Collection Services Unit Prices

[NOTE: This attachment will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]

Attachment 4

Commercial Collection Services Unit Prices

[NOTE: This attachment will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]

Attachment 5

Program Household Hazardous Waste Materials

[NOTE: This attachment will be updated to include any additional materials acceptable materials as identified by the Proposer through the RFP Process.]

Acetone	Insect spray
Adhesives	Light ballasts
Aerosol cans full	Lighter fluid
Aerosols	Mercury Containing Devices
Antifreeze	Metal polish, solvent-based
Asbestos	Mothballs
Auto body repair products	Motor Oil
Batteries, Gel and AGM (marine-type)	Nail polish
Batteries, Lead acid batteries (automotive, marine)	Nail polish remover
Batteries, rechargeable (NiMH, NiCad)	Other HHW (Liquids)
Battery acid	Other HHW (Solids)
Brake fluid	Other oils
Bulk flammable liquids	Oven cleaner
Bulk Mercury	Oxidizer
Car wax, solvent-based	Oxidizing Liquid
Cleaners, Ammonia-based and solvent-based	Paint (oil-based paint, latex paint, lacquer, enamel, stain, shellac, varnish, liquid aluminum, liquid bronze, liquid gold, liquid wood filler, and liquid lacquer base)
Contact cement	Paint related material (paint thinning, drying, reducing, or removing compound)
Corrosive Liquid Acidic	Parts cleaner
Corrosive Liquid Basic	Pesticides
Corrosive Solid Acidic	Pesticides (Liquids)
Corrosive Solid Basic	Pesticides (Solids)
Driveway sealer	Photographic chemicals
Dry cleaning solvent	Pool chemicals
Fertilizer	Propane tanks
Fiberglass epoxy	
Fire extinguisher	
Flammable solid	

Floor care products	Rat poison
Fluorescent Bulbs	Resins
Fungicide	Shoe polish
Furniture polish	Spot remover
Gasoline and other fuels	Stump remover
Glue, solvent-based	Transmission fluid
Hair remover HID bulbs	Weed killer
Ink	Wood preservative

Appendix C – Ordinance Template

ORDINANCE TEMPLATE

1.0 **PURPOSE**

The purpose of the City's solid waste management policies is to protect the health, safety, and general welfare of both the City and its residents while ensuring an environmentally sound and cost-efficient approach to waste management. These policies are designed to facilitate the safe and proper handling of solid waste, from generation and storage to collection and disposal. Additionally, the City aims to develop comprehensive data to ensure sufficient disposal capacity and [recycling](#) programs, promoting sustainable waste processing. Furthermore, the City seeks to encourage, finance, and enforce [recycling](#) programs, emphasizing source separation at the point of waste generation. Lastly, these policies aim to provide a convenient and effective means of financing the City's solid waste services, ensuring long-term sustainability and efficiency.

2.0 **APPLICABILITY**

Except where expressly provided otherwise in this Chapter, this Chapter shall apply to the Solid Waste and Recyclable Materials generated, collected, disposed, processed, and/or otherwise found in the area under the jurisdiction of the City as presently or hereafter established.

3.0 **DEFINITIONS**

In this Article, unless the context otherwise requires:

"Administrator" — Administrator shall mean the [\[JOB TITLE\]](#), or his/her designee or designees, who shall represent the City in the administration of this Article.

"Backdoor" — Backdoor shall mean a location at the front, side or rear of a Residential Waste Service Unit designated by the City for Solid Waste Services and Recycling Services for the Residential Waste Service Units.

"Brush" — means as defined in 30 TAC Chapter 330.3.

"Bulky Waste" — Bulky Waste shall mean Solid Waste composed of materials not easily containerized in a Cart, such as, but not limited to, carpet, furniture, and large appliances. Bulky Waste can include Residential Construction or Demolition Waste if it meets the requirements described in [\[REFERENCE SECTION\]](#). Bulky Waste shall not include Excluded Waste.

"Bulky Waste Services" — Bulky Waste Services shall mean the collection of Bulky Waste by the City or City's Contractor, delivery of Bulky Waste to the Disposal Facility or the Recycling Facility by the City or City's Contractor, and the disposal of Bulky Waste at the Disposal Facility or recycling of Bulky Waste at the Recycling Facility by the City or City's Contractor.

"Cart" — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-five (95) gallons designed or intended to be mechanically dumped into a loader- packer type truck and approved for use by the City.

"City" — means the City of [CITY NAME] or the area within its established limits.

"Collection" — means as defined in 30 TAC Chapter 330.3.

"Commercial Property" — means all Improved Property other than Residential Property.

"Construction or Demolition Waste" — means Solid Waste resulting from construction or demolition projects; includes all material that are directly or indirectly the by-products of construction or work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, plastic buckets and drums, gypsum board, wood, rebar, aluminum or vinyl siding, excelsior, rubber, plastics, concrete, asphalt, corrugated cardboard, roofing tiles, asphalt shingles, tar paper, and floor tiles.

"Contractor" — Contractor shall mean the person or entity engaged by the City to perform Solid Waste Services.

"Curbside" — Curbside shall mean within [FEET] of the street or alleyway that provides primary access to the Residential or Commercial Waste Service Unit as designated by the City.

"Dispose," "Disposed" or "Disposal" — means the deposit of any Solid Waste at a Municipal Solid Waste Facility.

"Disposal Facility" — means any Municipal Solid Waste Facility designated by the City for processing, storing, or disposing of Municipal Solid Waste, including Construction and Demolition Waste, generated in the City.

"Excluded Waste" — means Solid Waste not accepted by any Designated Municipal Solid Waste Facility as posted at such Designated Municipal Solid Waste Facility.

"Exclusive Franchise" — means the franchise right for one Contractor to collect Solid Waste in the City, which franchise right is exclusive. [NOTE: remove if services are exclusive to the City].

"Franchise Fee" — means fees collected by the Contractor from customers that the Contractor invoices under the Exclusive Franchise that the Contractor pays to the City to cover City program costs. Franchise Fee amounts are set by the City, and may be adjusted by the City from time to time. [NOTE: remove if services are exclusive to the City, or if the City is responsible for billing all Residential and Commercial customers and the Contractor only submits invoices to the City].

"Hauler" — means a Person who provides collection of Solid Waste and/or Recyclable Material within the City.

"Hauler Permit" — means the authorization of a Hauler by the City for the privilege to provide collection of Solid Waste and/or Recyclable Materials within the City [NOTE: remove if services are exclusive to the City].

"Hazardous Waste" — Hazardous Waste shall have the meaning set forth in 30 TAC Chapter 330.3.

"Hazardous Waste" — Hazardous Waste shall have the meaning set forth in 30 TAC Chapter 330.3.

"Household Hazardous Waste" — Hazardous Waste shall have the meaning set forth in 30 TAC Chapter 330.402.

"Improved Property" — means all properties located within the City which there is erected a structure intended for continuous or periodic habitation, occupancy or use by Persons that generate or are capable of generating Solid Waste.

"Landfill" — means as defined in 30 TAC Chapter 330.3.

"Laws" — Laws shall mean any and all Federal, State, and local laws, statutes, regulations, rulings, ordinances and policies.

"Litter" — means as defined in Texas Litter Abatement Act.

"Mixed Use Property" — means an Improved Property containing both Residential Properties and Commercial Properties, where the Municipal Solid Waste generated at such Improved Property cannot be readily separated by source generation.

"Municipal Solid Waste" — means as defined in 30 TAC Chapter 330.3.

"Municipal Solid Waste Facility" — means as defined in 30 TAC Chapter 330.3.

"Non-Exclusive Franchise" — means the right and privilege of using the City's public rights-of-way to provide Collection Services, which is non-exclusive.

"Nuisance " — means as defined in 30 TAC Chapter 330.3.

"Occupant " — means any Person occupying or having possession of an Improved Property or any portion thereof.

"Owner " — means any Person who, alone or with others, has title or interest in an Improved Property with or without accompanying actual possession thereof, and including any Person who, as an agent, or as executor, administrator, trustee or guardian of an estate, has charge, care or control of an Improved Property.

"Permitted Hauler " — means a Hauler holding a valid Hauler Permit.

"Person " — means any person, firm, partnership, association, corporation, company, or organization of any kind.

"Program Recyclables" — means Recyclable Materials defined by the City as part of the Recycling Program.

"Recyclable Materials" — means as defined in 30 TAC Chapter 330.3.

"Recycling" — means as defined in 30 TAC Chapter 330.3.

"Recycling Facility " — means a facility that either has the required authorization from Texas Commission on Environmental Quality, or an equivalent state agency, for processing of Recyclable Materials and is in compliance with local, state and federal laws.

"Recycling Services" — Recycling Services shall mean the collection of Single Stream Recyclable Materials from Residential Waste Service Units, or Commercial Waste Service Units, delivery of Recyclable Materials to Recycling Facility, and processing of Recyclable Materials at the Recycling Facility, and marketing of Recyclable Materials by the Recycling Facility.

“Resident” — Resident shall mean a person residing at a Residential Waste Service Unit.

“Residential Waste Service Area” — Residential Waste Service Area shall mean Residential Waste Service Area as described by a separate resolution on file with the City Clerk.

"Residential Waste Service Unit" — Residential Waste Service Unit shall mean a residential dwelling identified by the City to receive Residential Waste Services and utilizing a Solid Waste Cart for the accumulation and storage of Residential Solid Waste.

"Residential Waste Services" — Residential Waste Services shall mean the provisions described in [insert reference section].

“Single Stream” — Single Stream shall mean a recycling process in which Recyclable Materials are collected and mixed together with no sorting required by the Residential or Commercial Waste Service Unit or other Person generating the Recyclable Materials.

"Solid Waste" — means as defined in 30 TAC Chapter 330.3.

"Solid Waste Services" — Solid Waste Services shall mean the collection of Solid Waste, delivery of Solid Waste to the Disposal Facility, and the disposal of Solid Waste at the Disposal Facility.

4.0 RESIDENTIAL WASTE SERVICES

4.1 Applicability

This article shall apply to:

1. Owners of Residential Properties in the City, where an Owner is also the Occupant;
2. Owners of Residential Properties in the City, where the Residential Property is vacant;
3. Occupants of Residential Properties in the City, where an Owner is not the Occupant.

4.2 Accumulation and Storage

Except where expressly provided otherwise in this Chapter, Municipal Solid Waste and Recyclable Materials shall be accumulated and stored in conformance with the following provisions:

Solid Waste. Residents shall accumulate and store Solid Waste in tightly secured bags to where odors cannot escape, flies or other vectors cannot pass, and uncontained Solid Waste shall not release dust or other particles. Residents shall place bags containing Solid Waste in Carts designated by the City to collect Solid Waste with the Cart lid completely closed. Residents shall accumulate and store Solid Waste within the Residential Waste Service Unit until placement as set forth in this Chapter.

Program Recyclables. Program Recyclables placed in City designated Recycling Carts or Recycling Containers by Residents shall be placed loose in the Recycling Carts or Recycling Containers and shall not be contained in bags. Residents shall place Program Recyclables in Recycling Carts designated by the City for collection of Program Recyclables with the Cart lid completely closed. Residents shall place Program Recyclables in Recycling Containers designated by the City for collection of Program Recyclables as instructed by the City on the Recycling Container. Residents shall accumulate and store Program Recyclables within the Residential Waste Service Unit until placement as set forth in this Chapter.

Yard and Food Waste. Residents shall accumulate and store Yard and Food Waste within the Residential Waste Service Unit until placement as set forth in this Chapter.

Brush and Bulky Waste. Residents shall accumulate and store Brush and Bulky Waste within the Residential Waste Service Unit until placement as set forth in this Chapter.

Household Hazardous Waste. Residents shall accumulate and store Household Hazardous Waste within the Residential Waste Service Unit until placement as set forth in this Chapter.

4.3 Collection Provider

1. Except where expressly provided otherwise in this Article, all Residential Service Units shall be provided Residential Waste Services by City forces, or the City's Contractor, and pay the rates as provided by City resolution. Except where expressly provided otherwise in this Article, every person residing in the City Residential Waste Service Area shall cause **Solid Waste**, **Program Recyclables**, **Yard and Food Waste**, and **Brush and Bulky Waste**, to be collected by the City forces, or the City's Contractor.
2. **Household Hazardous Waste** may be collected by City forces, or the City's Contractor, as set forth herein, but is not required.

4.4 Schedule for Collection

Residential Property Units shall, at a minimum, receive the following collection, on day(s) designated by the City:

1. **Solid Waste.** Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City or the City's contractor shall collect Solid Waste **[FREQUENCY]** from each Residential Service Unit.
2. **Program Recyclables.** Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City or the City's contractor shall collect Program Recyclables **[FREQUENCY]** from each Residential Service Unit.
3. **Yard and Food Waste.** Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City or the City's contractor shall collect Yard and Food Waste **[FREQUENCY]** from each Residential Service Unit.
4. **Brush and Bulky Waste.** Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City or the City's contractor shall collect **Brush and Bulky Waste** **[FREQUENCY]** from each Residential Service Unit.
5. **Household Hazardous Waste.** Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City or the City's contractor shall collect Household Hazardous Waste **[FREQUENCY]** from each Residential Service Unit.

4.5 Location for Collection

Residents shall place **Solid Waste** in Carts designated by the City for collection of **Solid Waste** and **Program Recyclables** in Carts designated by the City for collection of **Program Recyclables**, as follows:

- **Solid Waste and Program Recyclables.**

- A. **Curbside.** For Residents not deemed approved for carry-out collection of **Solid Waste** and **Program Recyclables**, Residents shall place **Solid Waste** and **Program Recyclables** at the curbside with the lids closed, the lids opening toward the street, and a minimum of two (2) feet apart to facilitate automated collection. Residents shall place Carts away from street light poles, mailboxes, and parked cars. If parked cars prevent access by mechanized collection vehicles to the sidewalk or driveway, Residents shall place the Carts in the street away from such parked cars. Residents shall not place Carts in such a manner as to create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.
 - B. **Carry-Out.** If the City deems all Residents of a Residential Waste Service Unit are handicapped or due to age or verified physical limitations cannot safely move a Cart, the Residents of such Residential Waste Service Units shall place **Solid Waste** and **Recycling** Carts at an alternate location approved by the City.
- **Yard and Food Waste.** Residents shall place **yard and food waste** at the curbside with the lids closed, the lids opening toward the street, and a minimum of two (2) feet apart to facilitate automated collection or in a leaf and lawn collection paper bag. Residents shall place Carts away from street light poles, mailboxes, and parked cars. If parked cars prevent access by mechanized collection vehicles to the sidewalk or driveway, Residents shall place the Carts in the street away from such parked cars. Residents shall not place Carts in such a manner as to create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic.
 - **Brush and Bulky Waste.** Residents shall place **Brush and Bulky Waste** neatly in a consolidated piles at the curbside. Residents shall not place **Brush and Bulky Waste** in a location as to block Carts, to create a pedestrian hazard, impair the use of the sidewalk or interfere with vehicular traffic. **Brush**, including tree and shrub trimmings must be less than **[DIMENSIONS]**, under **[DIMENSIONS]**, and bundled together with twine or other biodegradable string. **Bulky Waste** is limited to up **[CUBIC FEET]**.
 - **Household Hazardous Waste.** Residents shall place **Household Hazardous Waste** in a container, specified by the contractor, on the front porch. If the property is gated, items can be placed in an approved container at the curb.

4.6 Time for Placement

Solid Waste, **Program Recyclables**, **Yard and Food Waste**, and **Brush and Bulky Waste** shall be placed at the curbside prior to **[0:00AM]** on the designated collection day, but shall not be placed at the curbside before **[0:00PM]** on the day preceding the designated collection day. Carts must be removed from the curb by **[0:00PM]** on the day of collection and shall be secured at the Residential Waste Service Unit between collection days in such a manner that they are not readily susceptible to theft or vandalism.

4.7 Cart Responsibilities

Residents shall be responsible for the following:

- **Weight Limitations of Carts.** The weight of the Cart and contents shall not exceed **[WEIGHT]**.
- **Capacity Limitations of Carts.** Residents shall only use Carts provided by the City and approved by the City for the Resident's use with the following capacity limitations:
 - A. Carts designated for collection of **Solid Waste**: **[# OF GALLONS]**

B. Carts designated for collection of **Program Recyclables**: [# OF GALLONS]

C. Carts designated for collection of **Yard and Food Waste**: [# OF GALLONS]

- **Ownership of Carts.** All Carts are the property of the City. Residents shall ensure all Carts remain at the Residential Waste Service Unit after the Residential Waste Service Unit is sold or new Resident(s) move in. Resident shall be responsible for maintaining the Carts at the Residential Waste Service Unit.
- **Replacement of Carts.** The Contractor will provide replacement Carts at no additional expense to the Resident of a Residential Waste Service Unit where replacement is necessary because of normal wear and tear caused by proper usage. The Resident of a Residential Waste Service Unit shall be charged and shall be responsible for full payment of a fee set forth by City Council resolution when the replacement of a Cart is required because of something other than normal wear and tear caused by proper usage.
- **Maintenance of Carts.** The Resident of a Residential Waste Service Unit shall maintain Carts in a clean and sanitary condition and used only for their intended purpose.

4.8 Cart Costs For New Residential Waste Service Units

The initial cost of providing Carts, including the cost of assembling such carts, for newly constructed Residential Waste Service Units shall be included in the monthly service cost.

4.9 Ownership of Materials

Solid Waste, **Program Recyclables**, **Yard and Food Waste**, **Brush and Bulky Waste**, and **Household Hazardous Waste** that is not: (i) Excluded Waste or (ii) otherwise prohibited under applicable law or this Chapter, that is set out for collection, transportation, storage, disposal or recovery by the City shall become the sole property of the City, or it's Contractor, when it is taken into the actual or constructive possession of the City or its Contractor.

4.10 Rates, Charges, Fees, And Payments

The City Council by resolution may adopt, set, or amend the fees, rates, payments, penalties and charges related to this Article, which resolution shall be on file with the City Clerk. In addition, the following provisions shall apply:

1. When Residential Waste Services are made available, a monthly charge shall be imposed upon all Residential Waste Service Units in accordance with the City resolution plus any additional fees, taxes, or charges, regardless of how they are designated, that are or may be imposed by the state or federal government, or by a regional authority, in respect to either individual or municipal action relating to this Article. The basic monthly charges as described herein shall apply regardless of the nature and extent of services actually provided to a Residential Waste Service Unit by the City.
2. In case of a multiple-dwelling unit, the charge shall be billed to the Resident whom the **[UTILITY BILL TYPE]** is addressed and who shall be liable for the payment thereof.
3. All charges incurred pursuant to the provisions of this article shall become due and payable when a **[UTILITY BILL TYPE]** is prepared by the City and shall become a personal debt of the Resident. Except when specific payment arrangements have been made in advance of the delinquent date, all

charges levied pursuant to the provisions of this article shall become delinquent as provided under [UTILITY BILL TYPE].

4. It is the responsibility of the person or persons in whose name or names an account has been established to pay all charges in full and on a timely basis. Failure to receive a [UTILITY BILL TYPE] will not excuse the account holder or holders from full and timely payment for the services.
5. Charges for first and final bills with billing periods more or less than one (1) month shall be prorated.
6. The City may discontinue monthly service charges to a Residential Waste Service Unit if the City receives notice from the Resident or owner of the Residential Waste Service Unit, in writing, that the Residential Waste Service Unit(s) have been permanently abandoned, or receives notice from the City or county health officer that the Residential Waste Service Unit(s) have been condemned as not habitable, or unsanitary and dangerous to human life.

4.11 Prohibited Acts

It shall be unlawful for any person to do any of the following, all of which shall be a civil code infraction as defined under [CIVIL CODE REFERENCE]:

1. To allow excessive quantities of Solid Waste, Program Recyclables, Yard and Food Waste, and Brush and Bulky Waste to accumulate at a Residential Waste Service Unit such that unsightly, unsafe, or nuisance conditions are created as determined by the City in its sole discretion.
2. To collect Solid Waste, Program Recyclables, Yard and Food Waste, and Brush and Bulky Waste from Residential Waste Service Units without an executed Agreement for the provision of such services.
3. To place or cause to be placed any Solid Waste, Program Recyclables, Yard and Food Waste, and Brush and Bulky Waste upon the property of another without proper authority.
4. To deposit any Excluded Waste in any cart.
5. To place or cause to be placed any Solid Waste, Program Recyclables, Yard and Food Waste, and Brush and Bulky Waste in the Cart belonging to another without proper authority.
6. To remove any materials, without proper authority, from any Cart belonging to another which contains materials set out for Residential Waste Services;
7. To place or cause to be placed any Solid Waste in the Cart designated by the City for collection of Program Recyclables.
8. To place or cause to be placed any Program Recyclables in the Cart designated by the City for collection of Solid Waste.
9. To have a Cart that was not issued by the City for the property where located.
10. To encourage, permit or fail to restrain a vicious animal from interfering with employees performing Residential Waste Services acting in the course of their employment. "Vicious animal" means any animal of a vicious species or an animal of a domesticated species, including, but not limited to, cats and dogs, which is prone to, or known to, attack persons without provocation.

11. To park a vehicle in such a way as to obstruct access to a **Solid Waste**, **Program Recyclables**, and **Yard and Food Waste** Cart placed out for collection service, to obstruct any right-of-way, or to obstruct or interfere with Residential Waste Services in any other manner.
12. To do any act prohibited or to fail to do any act required under this Article.
13. To burn **Solid Waste**, except in incinerators, as may be permitted by the county and the City. Any burning of **Solid Waste** must comply with the rules and regulations established by the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency.

4.12 Termination Of Services; Lien For Unpaid Charges

1. Any and all unpaid charges for Residential Waste Services provided pursuant to this Article shall constitute a lien on the real property, lot or tract of land benefited by the Residential Waste Services. The lien shall be imposed in accordance with the applicable law and unpaid charges under this Article may be consolidated with amounts subject to lien upon the Residential Waste Service Unit by the City.
2. In addition, delinquent charges may be collected by a civil suit, instituted in the name of the City by the City attorney at the request of the City at any time after the charges become delinquent. The remedy provided by this section is cumulative and supplemental to all other remedies provided under this article.
3. In addition, the City may assign delinquent accounts to a bona fide collection agency for collection.

5.0 COMMERCIAL WASTE SERVICES

5.1 Applicability

This article shall apply to:

1. Owners and Occupants of Commercial Properties in the City;
2. Owners and Occupants of Mixed Use Properties in the City.

5.2 Accumulation and Storage

Except where expressly provided otherwise in this Chapter, Municipal **Solid Waste** and Recyclable Materials shall be accumulated and stored in conformance with the following provisions:

1. **Solid Waste**. Commercial Property and Mixed Use Property Owners and Occupants shall accumulate and store Solid Waste in bags that are tightly secured to where odors cannot escape, flies or other vectors cannot pass, and uncontained Solid Waste shall not release dust or other particles. Commercial Property and Mixed Use Property Owners and Occupants shall place bags containing Solid Waste in Carts or Containers with the Cart or Container lid completely closed. Commercial Property and Mixed Use Property Owners and Occupants shall accumulate and store Solid Waste within the Commercial Waste Service Unit until placement as set forth in this Chapter.
2. **Program Recyclables**. Commercial Property and Mixed Use Property Owners and Occupants shall place Program Recyclables loose and unbagged into City approved Recycling Carts or Recycling Containers. Commercial Property and Mixed Use Property Owners and Occupants shall place Program Recyclables in Recycling Carts or Containers with the Cart or Container lid completely closed. Commercial Property and Commercial Property and Mixed Use Property Owners and

Occupants shall accumulate and store Program Recyclables within the Commercial Waste Service Unit until placement as set forth in this Chapter.

5.3 Collection Provider

Except where expressly provided otherwise in this Article, all Commercial Service Units shall be provided with Commercial Waste Services by **[Note: select City forces or the City's Contractor or Permitted Hauler]**, and pay the rates as provided by **[Note: select City forces or the City's Contractor or Permitted Hauler]**. Except where expressly provided otherwise in this Article, every person residing in the City Commercial Waste Service Area shall cause **Solid Waste** and **Program Recyclables**, to be collected by the **[Note: select City forces or the City's Contractor or Permitted Hauler]**.

5.4 Schedule for Collection

Commercial Property Units shall, at a minimum, receive the following collection:

1. **Solid Waste**. Minimum **[FREQUENCY]** per week collection of Carts and Containers used to store Solid Waste.
2. **Program Recyclables**. Minimum **[FREQUENCY]** per week collection of Carts and Containers used to store Program Recyclables.

5.5 Location for Collection

Commercial Property and Mixed Use Property Owners and Occupants shall place **Solid Waste** in Carts or Containers as follows:

1. **Solid Waste and Program Recyclables**. Commercial Property and Mixed Use Property Owners and Occupants shall accumulate **Solid Waste** and **Program Recyclables** for collection in City-approved locations and containers. The City-approved containers for **Solid Waste**, **Program Recyclables** and other waste shall be located on the Commercial Property or Mixed Use Property unless an exception is granted by the City. The City may grant an exception to Commercial Property or Mixed Use Property if it is determined that:
 - A. Placement of the collection location on the property is neither reasonable nor practical; and
 - B. Placement of the collection location on public right-of-way will not unreasonably interfere with pedestrian or vehicular traffic and will not constitute a hazard or be a visual or other public Nuisances, or placement in public right-of-way is necessary during a construction project.

5.6 Time for Placement

Solid Waste and **Program Recyclables** shall be placed prior to **[0:00AM]** on the designated collection day, but shall not be placed before **[0:00PM]** on the day preceding the designated collection day. Carts must be removed by **[0:00PM]** on the day of collection and shall be secured at the Commercial Waste Service Unit between collection days in such a manner that they are not visible from the street or readily susceptible to theft or vandalism.

5.7 Cart Responsibilities

Commercial Property and Mixed Use Property Owners and Occupants shall be responsible for the following:

- 1. Ownership of Carts and Containers.** All Carts and Containers are the property of the City. Commercial Property and Mixed Use Property Owners and Occupants shall ensure all Carts or Containers remain at the Commercial Waste Service Unit after the Commercial Waste Service Unit is sold or new Owner moves in. Commercial Property and Mixed Use Property Owners and Occupants shall be responsible for maintaining the Carts or Containers at the Commercial Waste Service Unit.
- 2. Replacement of Carts or Containers.** The City will provide replacement Carts or Containers at no additional expense to the Commercial Waste Service Unit where replacement is necessary because of normal wear and tear caused by proper usage. The Commercial Waste Service Unit shall be charged and shall be responsible for full payment of a fee set forth by City Council resolution when replacement of a Cart or Container is required because of something other than normal wear and tear caused by proper usage.
- 3. Maintenance of Carts.** The Commercial Property and Mixed Use Property Owners and Occupants of a Commercial Waste Service Unit shall ensure Carts are maintained in a clean and sanitary condition and used only for their intended purpose.

OR

- 1. Maintenance of Carts and Containers.** Haulers from Commercial Properties and Mixed Use Properties shall maintain the Carts and Containers in a serviceable and Nuisance free condition. Owners or Occupants of Commercial Property and Mixed Use Properties shall maintain the area surrounding the Carts and Containers in a clean and sanitary condition, free of Litter or any other accumulation of **Solid Waste**.
- 2. Replacement of Carts and Containers.** In the event a Cart or Container becomes damaged or stolen, the Owner or Occupant of such Commercial Property and Mixed Use Property shall replace such Cart or Container if such Cart or Container is owned by the Owner. For Carts and Containers not owned by the Owner, the Owner of such Commercial Property and Mixed Use Property shall notify the Permitted Hauler for replacement of the Cart or Container.
- 3. Cart and Container Identification.** All Carts and Containers must be identified with the name of the Owner or Occupant, or Permitted Hauler providing such Carts or Containers, or by a paint scheme or decal which is distinctive to the Owner or Permitted Hauler.

5.8 Cart Costs For New Commercial Waste Service Units [Note: remove if open market]

The initial cost of providing Carts or Containers, including the cost of assembling such carts, for newly constructed Commercial Waste Service Units shall be set forth by City Council resolution and shall be paid by the person applying for the initial building permit for each new Commercial Waste Service Unit at the same time that the fees for the commercial building permit are paid. When a property with a Commercial Waste Service Unit located thereon is annexed into the City, the owner of such property shall pay the initial cost to the City of providing such property with Carts or Containers.

5.9 Ownership of Materials [Note: remove if open market]

Solid Waste and **Program Recyclables** that is not: (i) Excluded Waste or (ii) otherwise prohibited under applicable law or this Chapter, that is set out for collection, transportation, storage, disposal or recovery by

the City shall become the sole property of the City, or it's Contractor, when it is taken into the actual or constructive possession of the City or its Contractor.

5.10 Rates, Charges, Fees, And Payments [Note: remove if open market]

The City Council by resolution may adopt, set, or amend the fees, rates, payments, penalties and charges related to this Article, which resolution shall be on file with the City Clerk. In addition, the following provisions shall apply:

1. When Commercial Waste Services are made available, a monthly charge shall be imposed upon all Commercial Waste Service Units in accordance with the City resolution plus any additional fees, taxes, or charges, regardless of how they are designated, that are or may be imposed by the state or federal government, or by a regional authority, in respect to either individual or municipal action relating to this Article. The basic monthly charges as described herein shall apply regardless of the nature and extent of services actually provided to a Commercial Waste Service Unit by the City.
2. All charges incurred pursuant to the provisions of this article shall become due and payable when a [UTILITY BILL TYPE] is prepared by the City and shall become a personal debt of the Owner. Except when specific payment arrangements have been made in advance of the delinquent date, all charges levied pursuant to the provisions of this article shall become delinquent as provided under [CODE REFERENCE].
3. It is the responsibility of the person or persons in whose name or names an account has been established to pay all charges in full and on a timely basis. Failure to receive a [UTILITY BILL TYPE] will not excuse the account holder or holders from full and timely payment for the services.
4. Charges for first and final bills with billing periods more or less than one (1) month shall be prorated.
5. The City may discontinue monthly service charges to a Commercial Waste Service Unit if the City receives notice from the Owner of the Commercial Waste Service Unit, in writing, that the Commercial Waste Service Unit(s) have been permanently abandoned, or receives notice from the City or county health officer that the Commercial Waste Service Unit(s) have been condemned as not habitable, or unsanitary and dangerous to human life.

5.11 Prohibited Acts

It shall be unlawful for any person to do any of the following, all of which shall be a civil code infraction as defined under [CODE REFERENCE]:

1. To allow excessive quantities of Solid Waste or Program Recyclables to accumulate at a Commercial Waste Service Unit such that unsightly, unsafe, or nuisance conditions are created as determined by the City in its sole discretion.
2. To collect Solid Waste and Program Recyclables from Commercial Waste Service Units without an executed Agreement for the provision of such services.
3. To place or cause to be placed any Solid Waste and Program Recyclables upon the property of another without proper authority.
4. To deposit any Excluded Waste in any Cart or Container.
5. To place or cause to be placed any Solid Waste and Program Recyclables in the Cart or Container belonging to another without proper authority.

6. To remove any materials, without proper authority, from any Cart or Container belonging to another which contains materials set out for Commercial Waste Services;
7. To place or cause to be placed any **Solid Waste** in the Cart or Container designated for collection of **Program Recyclables**.
8. To place or cause to be placed any **Program Recyclables** in the Cart or Container designated for collection of **Solid Waste**.
9. To have a Cart or Container that was not issued by the City for the property where located [remove if open market].
10. To encourage, permit or fail to restrain a vicious animal from interfering with employees performing Commercial Waste Services acting in the course of their employment. "Vicious animal" means any animal of a vicious species or an animal of a domesticated species, including, but not limited to, cats and dogs, which is prone to, or known to, attack persons without provocation.
11. To park a vehicle in such a way as to obstruct access to a **Solid Waste** and **Program Recyclables** Cart or Container placed out for collection service, to obstruct any right-of-way, or to obstruct or interfere with Commercial Waste Services in any other manner.
12. To do any act prohibited or to fail to do any act required under this Article.
13. To burn **Solid Waste**, except in incinerators, as may be permitted by the county and the City. Any burning of **Solid Waste** must comply with the rules and regulations established by the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency.

5.12 Termination Of Services; Lien For Unpaid Charges

1. Any and all unpaid charges for Commercial Waste Services provided pursuant to this Article shall constitute a lien on the real property, lot or tract of land benefited by the Commercial Waste Services. The lien shall be imposed in accordance with the applicable law and unpaid charges under this Article may be consolidated with amounts subject to lien upon the Commercial Waste Service Unit by the City.
2. In addition, delinquent charges may be collected by a civil suit, instituted in the name of the City by the City attorney at the request of the City at any time after the charges become delinquent. The remedy provided by this section is cumulative and supplemental to all other remedies provided under this article.
3. In addition, the City may assign delinquent accounts to a bona fide collection agency for collection.

6.0 **EXCLUSIVE FRANCHISE [NOTE: REMOVE IF OPEN MARKET]**

6.1 General Authority

The City reserves the right to enter into an exclusive franchise agreement for the collection of **Solid Waste**, **Program Recyclables**, **Brush and Bulky Waste**, and **Yard Waste** on an exclusive basis as part of Collection Services. For the term of any Agreement, the City shall grant the right, privilege, and franchise to collect **Solid Waste**, **Program Recyclable Materials**, **Brush and Bulky Waste**, and **Yard Waste** on an exclusive basis as part of Collection Services.

6.2 Exclusive Franchise Fees

All fees payable under the Exclusive Franchise Agreement shall be paid on [FREQUENCY]. The Contractor shall remit franchise fees as approved by City Council.

7.0 NON-EXCLUSIVE FRANCHISE

7.1 General Authority

No person within the City shall engage in the business of collecting or transporting Solid Waste, Program Recyclables, Brush and Bulky Waste, and Yard Waste produced in the City without first entering into a Non-Exclusive Agreement.

7.2 Non-Exclusive Franchise Agreement

A person required to enter into a Non-Exclusive Franchise Agreement shall submit annually an Application on a form provided by the City. The required submission shall include the required application, fee and attachments.

7.3 Non-Exclusive Franchise Fees

All fees payable under the Non-Exclusive Franchise Agreement shall be paid on [FREQUENCY]. The Contractor shall remit franchise fees as approved by City Council.

8.0 ENFORCEMENT

8.1 General Authority

The City may initiate an action to enforce the provisions of this Chapter, including legal proceedings to compel compliance.

8.2 Rules And Regulations

The [JOB TITLE] shall make such rules and regulations as may be deemed reasonably necessary concerning Solid Waste Services or relating to the operation of any recycling or waste reduction program or other similar activities or facilities. Copies of such rules and regulations shall be filed with the office of the City Clerk. The rules and regulations shall be made available to the public upon request.

8.3 Authority to Issue Citations

The following City officials are authorized to enforce the provisions of this Chapter and shall have the power to issue warnings and citations to any Persons violating the provisions of this Chapter:

1. City [JOB TITLE];
2. Police;
3. Fire chief or designees; and
4. [JOB TITLE]

8.4 Inspections

City may conduct inspections of Carts or Containers to ensure compliance with, and knowledge of, the provisions of this Article. The City may provide notice of compliance violations prior to undertaking formal enforcement action pursuant to procedures established by the [JOB TITLE]. Inspections of restricted access areas on private property shall not be conducted without prior notice to the Resident or property owner. Prior to collection the City shall have the right to inspect Carts and their contents.

If the Occupant(s) in possession of any property refuses to allow the City officials permission to enter the property, at any reasonable time, those officials shall have recourse to every remedy provided by law to secure entry including obtaining the proper judicial warrants.

8.5 Violations

A moderate violation is:

- A. A violation of any provision set forth in this Chapter that can be reasonably corrected and remediated by the responsible party within seven (7) calendar days of receipt of written notification by the appropriate City official; and
 - B. A violation of any provision set forth in this Chapter that does not reasonably pose a significant threat to public health and safety or the environment.
2. A significant violation is:
- A. A violation of any provision set forth in this Chapter that cannot be reasonably corrected and remediated by the responsible party within seven (7) calendar days of receipt of written notification by the appropriate City official; or
 - B. A violation of any provision set forth in this Chapter that may pose a significant threat to public health and safety or the environment.

8.6 Written Notice

Written notice of corrective action.

A written notice of necessary corrective action for a documented moderate violation shall be issued to the responsible party by a City official authorized to enforce provisions set forth in this Chapter, provided the responsible party has not received written notice of the same or similar moderate violation within the past twelve (12) months; or

Written notice of violation.

- A. A written notice of violation for a documented significant violation or for a moderate violation where the responsible party had been issued a written notice of necessary corrective action for the same or similar violation within the past twelve (12) months shall be issued to the responsible party by a City official authorized to enforce provisions set forth in this Chapter; or
- B. If for a moderate violation that has been issued a written notice of necessary corrective action has not been corrected and remediated within seven (7) calendar days, then a written notice of violation for a moderate violation shall be issued to the responsible party by a City official authorized to enforce provisions set forth in this Chapter.

8.7 Penalties, Correction, and Remediation

The provisions of this chapter shall be enforced by the [JOB TITLE], and it shall be unlawful for any person to interfere with or hinder the [JOB TITLE] in the exercise of his or her duties under this chapter. Notwithstanding any provisions contained herein to the contrary, the [JOB TITLE] is hereby granted the authority:

- 1) Issue citations or administrative fees as specified in Appendix A: Solid Waste Administrative Fees, to persons violating any provision of this chapter; and
- 2) Take remedial action, if necessary, to remove trash or solid waste material from a property where the owner is unable to provide for the immediate removal of said material, only after the [DEPARTMENT NAME] has received a fee based on the quantity of items requiring disposal.

Written notice of corrective action.

- A. The responsible party in receipt of a written notice of necessary corrective action shall complete any and all necessary corrective actions to correct and remediate the documented violation(s) within seven (7) calendar days; and
- B. Upon completion of the necessary corrective action(s), the responsible party shall provide a written or verbal description of the corrective action within seven (7) calendar days to the City official identified on the notice of necessary corrective action.

Written notice of violation.

- A. The responsible party in receipt of a written notice of violation shall complete any and all necessary corrective actions to correct or remediate the documented violation(s) within seven (7) calendar days; and
- B. Upon completion of the necessary corrective action(s), the responsible party shall provide a written or verbal description of the corrective action within seven (7) calendar days to the City official identified on the notice of violation; or for violation(s) that cannot be reasonably corrected and remediated within seven (7) calendar days,
- C. The responsible party shall provide a written or verbal statement indicating how compliance with the provisions set forth in this Chapter will be maintained in current and future operations within seven (7) calendar days to the City official identified on the notice of violation.

In addition to any other actions or remedies it may pursue, the City has the authority to repossess City owned Carts and Containers from property owners who fail to comply with the requirements of this Article.

The City may place additional carts at the owner's expense, fines, or both, as determined by the [JOB TITLE].

Disposal of hazardous or excluded waste may be removed and disposed of by the City at either owner's expense.

9.0 APPENDIX A: SOLID WASTE ADMINISTRATIVE FEES

Trash not contained in trash bag(s)[\$X]

Trash not contained in trash container(s)[\$X]

Use of unauthorized residential trash container[\$X]

[City Name]
Ordinance No. XXX

Spillage, overflow, or scattering of trash[\$X]

Improper placement or improper set-out[\$X]

Obstruction to solid waste collection[\$X]

Brush and Bulky waste exceeding eight cubic yards[\$X]