

REQUEST FOR PROPOSALS  
FOR  
SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL SERVICES

**ADDENDUM NO. 2**

This Addendum modifies and takes precedence over the original Request for Proposals and forms a part of the Contract Documents.

(Please note that the following shall be added to and made part of the above subject project specifications. Contractor shall, upon submittal of his/her bid, acknowledge this addendum and include this addendum in the Proposal Documents.)

Questions and answers from February 19, 2020 Pre-Proposal Meeting:

1. Can we put the contract through SMA and not COS so it can go for 10 years? The contract is with the City of Shawnee/Shawnee Municipal Authority, in which the Authority holds the beneficial interest (Contract, page 1, paragraph 1). The terms dates referenced on page 2 of the Proposal Form and page 1, paragraph 1 of the proposed Contract are modified as follows (attached is an updated proposed Contract):

**The initial term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:**

- Period 1 - July 1, 2020 to June 30, 2021**
- Period 2 - July 1, 2021 to June 30, 2022**
- Period 3 - July 1, 2022 to June 30, 2023**
- Period 4 - July 1, 2023 to June 30, 2024**
- Period 5 - July 1, 2024 to June 30, 2025**
- Period 6 - July 1, 2025 to June 30, 2026**
- Period 7 - July 1, 2026 to June 30, 2027**
- Period 8 - July 1, 2027 to June 30, 2028**
- Period 9 - July 1, 2028 to June 30, 2029**
- Period 10 - July 1, 2029 to June 30, 2030**

**At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.**

2. What is the approximate weight on the sludge boxes? The projected sludge production is between twenty-five (25) and thirty-five (35) tons a week combined. This roughly equates to three (3) to four (4) thirty (30) yard dumpsters weekly combined (1-2 per plant) using the max allowable 10-ton weight. This will vary depending upon moisture content and influent quality.
3. What is the approximate weight of trash for city-wide clean up? Unknown
4. What is the approximate percentage of participation of recycling? Unknown
5. What is the approximate participation at landfill/transfer station? Unknown

6. How many residents receive trash service around Shawnee Twin Lakes? There are approximately 157 trash services around the Shawnee Twin Lakes area.

7. Paragraph 4.8 of the General and Special Provisions are updated as follows: Paragraph 4.8 of the General and Special Provisions is modified as below:

4.8 CONTRACTOR shall provide collection, recycling and disposal services for the City governmental operations at no additional charge under this contract. This does not include sludge generated by the treatment plants. The following is a list of locations, container quantities and sizes and frequency of collection included under this requirement:

<u>Location</u>	<u>Quantity</u>	<u>Size</u>	<u>Frequency</u>
Public Works Service Center	1	40 yards	1/week
Animal Shelter	1	2 yards	Daily
City Hall	1	6 yards	3/week
Fairview Cemetery	1	6 yards	2/week
Lions Club Park	2	8 yards	3/week**
Dockery Park	1	6 yards	2/week**
Shawnee Lake	3	12 yards	1/week**
Community Center	1	4 yards	2/week
Senior Center	2	4 yards	2/week
Public Library	1	3 yards	3/week
Water Treatment Plant	1	4 yards	1/week
Northside Wastewater Treatment Plant	2	2 yards	2/week
Southside Wastewater Treatment Plant	2	2 yards	2/week
Central Garage	1	4 yards	2/week
Expo Center	4	40 yards	2/week***
Expo Center	4	8 yards	1/week
Police (912 E Independence)	1	6 yards	3/week
Police (1950 N Park)	1	2 yards	1/week
Fire Station No. 2	1	2 yards	2/week
Fire Station No. 3	1	2 yards	2/week
Downtown Public Containers	28*	30 gallons	2/week
Airport Location	1	4 yards	2/week
Airport Location	1	2 yards	1/week
Airport Location	1	Recycle Bin	1/week
Airport Location	2	96 gallons	1/week
Old Army Reserve Building	1	2 yards	1/week
Shawnee Trap Range	2	4 yards	1/week
Shawnee Gun Range	1	4 yards	1/week

\*Containers provided by City - should be picked up a minimum of twice a week and as needed.

\*\*2/week - May to October, 1/week remainder

\*\*\*During International Youth Final Rodeo

Additional services to municipal operations will be provided as needed, at prices mutually agreed upon between CITY/AUTHORITY and CONTRACTOR, prior to commencement of such additional services.

Additional Available information

- A. BASIC RESIDENTIAL SERVICE: All residents receive automated curbside pickup. House side service is available for customers with a disability, which cannot move their polycarts, with written documentation from their doctor's office.
- B. RESIDENTIAL CONVENIENCE: Approximately one hundred eighty (180) vehicles per month currently haul residential refuse to the disposal site. (See 4.6 of the General and Special Provisions).
- C. CITY-WIDE CLEANUP: The estimated volume of bulk waste collected at the most recent annual city-wide cleanup (See 4.7 of the General and Special Provisions) is three hundred-seventeen point fifteen (317.15) tons.
- D. GOVERNMENTAL OPERATIONS: Disposal of refuse from governmental operations of the City of Shawnee (See 4.8 of the General and Special Provisions) shall include the following at no additional cost:
  1. Expo Center Waste: The Expo Center currently hauls approximately one hundred fifty (150), twenty (20) cubic yard loads of waste from activities at the Expo Center.
  2. Trees, Limbs, Branches, Etc.: The Street Maintenance and Park Maintenance division haul natural materials to the disposal site periodically.
  3. Grit: The municipal wastewater treatment plants generate grit and screenings and should be picked up twice a week and as needed.

8. Paragraph 3 on page 1 of the Proposal Form is amended to read as follows:

The undersigned agrees and understands that the "units" depicted in the "Schedule of Quotes" is subject to change by increasing or decreasing, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the specifications at the unit price quoted. The average number of residential units during the current fiscal year are as follows:

- Large (approximate 90 gallons) polycarts – 9,696
- Small (approximate 60 gallons) polycarts – 677
- Extra (large/90 gallons) polycarts – 1,560

9. Is the city open to an alternative options? Any and all proposals should stay within the parameters of the Request for Proposals.

10. Can the Bid bond be based on an average monthly bill times twelve (12) months times five percent (5%)? Yes

11. Can the deadline for proposals be moved to a later date? No, the deadline remains 4:00 p.m. on March 2, 2020.

12. What is the approximate number of hazardous waste trips taken to Oklahoma City by customers? For the 2019 calendar year, there were a total of six (6) trips from customers taking hazardous waste to the Oklahoma City landfill.

Please be advised that any additional questions should be sent via email and no later than 5:00 p.m. on Thursday, February 27, 2020 in order that the City/Authority has the opportunity to answer prior to the proposal due date.

Name: Lisa Lasyone  
City Clerk  
Email: [llasyone@shawneeok.org](mailto:llasyone@shawneeok.org)

Acknowledgment of receipt of Addendum No. 2 by signing below and returning to the above address either by regular mail or email is required prior to or at the time the proposal is submitted.

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I acknowledge receipt of Addendum No. 2 to the *Request for Proposals for Solid Waste Collection, Recycling and Disposal Services*.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**CONTRACT  
FOR  
SOLID WASTE COLLECTION, RECYCLING  
AND DISPOSAL SERVICES**

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Shawnee/Shawnee Municipal Authority, a public Authority in which the Shawnee Municipal Authority holds the beneficial interest, hereinafter referred to as "CITY/AUTHORITY" and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, submit a proposal pursuant to a Request for Proposals as approved by the Trustees of the CITY/AUTHORITY to collect, remove, and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2020, through June 30, 2021, inclusive; all of the expense of every nature and kind incurred in collection, removing and disposing of said solid waste to be paid by CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and CITY/AUTHORITY that:

- I. The term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:
  - Period 1 - July 1, 2020 to June 30, 2021
  - Period 2 - July 1, 2021 to June 30, 2022
  - Period 3 - July 1, 2022 to June 30, 2023
  - Period 4 - July 1, 2023 to June 30, 2024
  - Period 5 - July 1, 2024 to June 30, 2025
  - Period 6 - July 1, 2025 to June 30, 2026
  - Period 7 - July 1, 2026 to June 30, 2027
  - Period 8 - July 1, 2027 to June 30, 2028
  - Period 9 - July 1, 2028 to June 30, 2029
  - Period 10 - July 1, 2029 to June 30, 2030

At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this contract by reference as though fully set out verbatim herein.
- III. The CITY/AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed at the unit prices set forth in the Schedule of Quotes.

This contract covers the Basic Residential Services as set forth in the Request for Proposals and in the Schedule of Quotes.

- IV. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

Should the CITY/AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the CITY/AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the saving realized by the CONTRACTOR.

- V. CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract.

- VI. CONTRACTOR shall indemnify; save and hold harmless the CITY/AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or CITY/AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

- VII. CONTRACTOR shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the CITY/AUTHORITY.

- VIII. If CONTRACTOR changes ownership, name, etc, then the CITY/AUTHORITY shall have the option to re-bid the contract immediately if CITY/AUTHORITY so desires.

- IX. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.

CONTRACTOR shall submit evidence satisfactory to the CITY/AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.

- X. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or CITY/AUTHORITY or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.

- XI. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.

XII. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY/AUTHORITY

By: \_\_\_\_\_

W. Chance Allison  
City Manager

(SEAL)

ATTEST:

\_\_\_\_\_  
Lisa Lasyone, CMC  
City Clerk

\_\_\_\_\_  
Name of CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary