

REQUEST FOR PROPOSALS
FOR
SOLID WASTE COLLECTION AND DISPOSAL SERVICES



MAYOR

Linda Peterson

BOARD OF COMMISSIONERS

Pam Stephens

Frank Sims

James Harrod

Billy Collier

John Winterringer

Carl Holt

CITY MANAGER

Brian McDougal

REQUEST FOR PROPOSALS
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES

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PUBLIC NOTICE

Sealed PROPOSALS will be received by the Shawnee Municipal Authority, 9th & Broadway, P.O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., Monday, March 15th, 2010, for:

SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Instructions and PROPOSAL documents are available to qualified CONTRACTORS at the office of the City Clerk, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448.

A PROPOSAL FORM will be issued by the Shawnee Municipal Authority. Each PROPOSAL shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID: SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROPOSAL

March 15th, 2010

The ORIGINAL PROPOSAL shall be filed with the City Clerk, together with a sworn anti-collusion affidavit in writing that the CONTRACTOR has not entered into any agreement, expressed or implied, with any other Contractor, or Contractors, for the purpose of limiting the PROPOSAL, or Contractors or parcel out to any Contractor, or Contractors or any other persons, any part of the contract or subject matter of the PROPOSAL.

The PROPOSALS filed with the City Clerk will be opened and considered by the Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., Monday, March 15th, 2010.

The Shawnee Municipal Authority reserves the right to reject any or all PROPOSALS.

THE CITY OF SHAWNEE/
SHAWNEE MUNICIPAL AUTHORITY
SHAWNEE, OKLAHOMA

By: _____
Brian McDougal
City Manager

(SEAL)
ATTEST:

Phyllis Loftis
City Clerk

REQUEST FOR PROPOSALS
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES

SHAWNEE MUNICIPAL AUTHORITY
SHAWNEE, OKLAHOMA

The City of Shawnee/Shawnee Municipal Authority, (hereinafter called "CITY/AUTHORITY"), desires to obtain the services of a private company, (hereinafter called "CONTRACTOR"), to assure that the Citizens of the City of Shawnee, Oklahoma are provided with a solid waste collection and disposal system that is clean, efficient and affordable.

Sealed PROPOSALS for solid waste collection and disposal services to serve the Citizens of Shawnee will be received by the CITY/AUTHORITY, 9th & Broadway, P.O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., Monday, March 15th, 2010. PROPOSALS filed with the CITY/AUTHORITY Secretary will be opened and considered by the Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., Monday, March 15th, 2010.

The ORIGINAL COPY of the PROPOSAL shall be filed with the City Clerk, together with a sworn anti-collusion affidavit in writing that the CONTRACTOR has not entered into any agreement, expressed or implied, with any other CONTRACTOR, or CONTRACTOR'S, for the purpose of limiting the PROPOSAL, or CONTRACTOR'S or parcel out to any CONTRACTOR, or CONTRACTOR'S or any other persons, any part of the contract or subject matter of the PROPOSAL.

All PROPOSALS must be made on the required PROPOSAL FORM. All blank spaces for PROPOSAL prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Only one copy of the PROPOSAL form is required in each PROPOSAL package.

The CITY/AUTHORITY may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between The CITY/AUTHORITY and the CONTRACTOR.

CONTRACTORS must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL Schedule. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each CONTRACTOR must quote each of the following:

1. RESIDENTIAL-CURBSIDE SERVICE (Automated Polycart system): Once per week collection, removal and disposal of solid waste at curbside. Quote shall include cost per residence per month extended to the annual cost per year.
2. CURBSIDE YARDWASTE SERVICE: Once per week collection and processing, including composting/mulching of yard waste materials. Quote shall include cost per residence per month extended to the annual cost per year.
3. RESIDENTIAL-CURBSIDE SOLID WASTE AND YARDWASTE SERVICE: Once per week (same day) collection, removal and disposal of solid waste and yard waste at curbside. Quote shall include cost per residence per month extended to the annual cost per year.
4. POLYCART (EXTRA): Quote shall include cost per residence per month extended to the annual cost per year for the price of each extra (optional) polycart.
5. POLYCART (SMALL DIMENSIONS-*apx 60 gal.-limit 1 per household*): Quote shall include cost per residence per month extended to the annual cost per year for the price of an optional smaller sized polycart.
6. COMMUNITY SOLID/BULKY WASTE TRANSFER STATION: Service shall include a manned community collection point(s) within the City of Shawnee, for solid and bulky waste. CONTRACTOR will then dispose of waste at a proper landfill. Quote shall be stated as cost per month and an annual overall cost per year.
7. BULK-CURBSIDE MONTHLY SERVICE: Once per month collection, removal and disposal of solid bulk-waste at curbside. Quote shall include cost per residence per month extended to the annual cost per year.
8. BULK-CURBSIDE QUARTERLY SERVICE: Once per quarter collection, removal and disposal of solid bulk-waste at curbside. Quote shall include cost per residence per month extended to the annual cost per year.
9. CITY WIDE CLEAN UP: Four (4) Roll-Offs, (*at no charge*) dropped off and picked up at specific locations one-time each month. These containers would be provided for neighborhood clean-up projects. -**NO CHARGE**
10. CURBSIDE RECYCLING SERVICE: Once per week collection of recyclable materials curbside using bins. Quote shall include cost per residence per month extended to the annual cost per year.
11. COMMUNITY COLLECTION POINT RECYCLING SERVICE: Service shall include up to five (5) manned (from 8-5 Monday through Friday), community collection points for collecting recyclable materials. Quote shall be stated as cost per month and an annual overall cost per year (*per location*).
12. SOLID WASTE REMOVAL FOR CITY OF SHAWNEE GOVERNMENT: (Refer to Section 4.8 of GSP) Contractor shall provide collection and disposal services for the City governmental operations. This does not include sludge generated by the treatment plants.-**NO CHARGE**

13. SPECIAL PICK-UP SERVICE (curbside): CONTRACTOR shall provide one complete collection crew with equipment for curbside Spring Clean Up including Lake Area once per year. **–NO CHARGE**
14. SPECIAL PICK-UP SERVICE: CONTRACTOR shall provide one complete collection crew with equipment for multiple collection points chosen by CITY/AUTHORITY for Spring Clean Up including Lake Area once per year. **–NO CHARGE**
15. SPECIAL PICK-UP SERVICE (curbside): CONTRACTOR shall quote one complete collection crew with equipment on an hourly basis for curbside Fall Clean Up including Lake Area once per year. Quote shall include an hourly rate per crew during normal working hours and an hourly rate for weekend or holiday hours.
16. LANDFILL USE CHARGE TO RESIDENTS: CONTRACTOR shall quote charge to residents on a user fee basis. (Shawnee residents who pay a City of Shawnee Garbage bill may dispose of 3 cubic yards (1 level pickup bed) per month at no charge.)

The Contract Documents contain General and Special Provisions required to establish a clean, efficient, and affordable system of solid waste collection and disposal that will provide the following intended purposes:

1. Establish and maintain a continuous level of solid waste collection and disposal in order to assure protection of the health, safety and welfare of the community.
2. Collect solid waste in a coordinated manner by a route system that will improve current solid waste collection practices and decrease costs,
3. Determine a fixed unit cost for collection of residential solid waste.
4. Establish a recycling program that will eventually reduce the overall cost of solid waste disposal by conserving land fill capacity.

Information obtained from any officer, agent, or employee of the CITY/AUTHORITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each PROPOSAL must be accompanied by a bond payable to the Shawnee Municipal Authority for five percent of the total amount of PROPOSAL for solid waste collection and disposal system for the first year of the Contract. As soon as the PROPOSAL prices have been compared, the CITY/AUTHORITY will return the BONDS of all except the three lowest responsible CONTRACTORS. When the Agreement is executed the bonds of the two remaining unsuccessful CONTRACTORS will be returned. The PROPOSAL BOND of the successful CONTRACTOR will be retained until the Contract and Performance BONDS have been executed and approved after which it will be returned. A certified check may be used in lieu of a PROPOSAL BOND.

A Performance BOND in the amount of one hundred percent (100%) of the price bid for solid waste collection and disposal for the first period of the contract, with a corporate surety approved by the CITY/AUTHORITY, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Contract for Services and obtain the Performance Bonds within twenty (20) business days from the date when NOTICE OF AWARD is delivered to the CONTRACTOR. The NOTICE OF AWARD shall be accompanied by the necessary Contract for Services and BOND forms. In case of failure of the CONTRACTOR to execute the Contract for Services, the CITY/AUTHORITY may at its option consider the CONTRACTOR in default in which case the PROPOSAL BOND accompanying the proposal shall become the property of the CITY/AUTHORITY.

The CITY/AUTHORITY within the (10) days of receipt of acceptable Performance BONDS and Contract for Services signed by the party to whom the Contract for Services was awarded, shall sign the Contract for Services and return to such party an executed duplicate of the Contract for Services.

Should the CITY/AUTHORITY not execute the Contract for Services within such period, the CONTRACTOR may by WRITTEN NOTICE withdraw his signed Contract for Services. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY/AUTHORITY.

In evaluating PROPOSAL, the CITY/AUTHORITY will consider the experience, financial responsibility, price, uniform collection and other factors in determining which PROPOSAL is lowest and best. The CITY/AUTHORITY may make such investigations as deemed necessary to determine the ability of the CONTRACTOR to perform the WORK, and the CONTRACTOR shall furnish to the CITY/AUTHORITY all such information and data for this purpose as the CITY/AUTHORITY may request. The CITY/AUTHORITY reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the CITY/AUTHORITY that such CONTRACTOR is properly qualified to carry out the obligations of the Contract for Services

Each CONTRACTOR is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his PROPOSAL.

Communications concerning this PROPOSAL shall be addressed to the following:

NAME: Jim Bierd
Utility Director
ADDRESS: P.O. Box 1448
Shawnee, Oklahoma 74801
PHONE: (405) 273-1960

**PROPOSAL FORM
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES**

Shawnee Municipal Authority
Post Office Box 1448
Shawnee, Oklahoma 74802-1448

The undersigned, having carefully examined the specifications and all addenda thereto, for the collection and disposal of solid waste in the City of Shawnee, Oklahoma, approved by the CITY/AUTHORITY on _____, 2010, and having carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof, does hereby propose to furnish all labor, mechanics, superintendents, tools, materials, equipment, disposal sites and all utilities, transportation and services necessary to perform and complete said work, and work incidental thereto, in a workmanlike manner, as described in said specifications including Addenda Number(s) _____.

The undersigned further certifies that he has personally inspected the actual location of the work, climate and locations of pick-up and that he understands the conditions under which the work is to be performed, or that if he has not so inspected the site and conditions of the work that he waives all right to plead any misunderstanding regarding the work required or the conditions peculiar to the same.

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 is 9,976.

In the event of a discrepancy between the product of QUANTITY and UNIT PRICE with the TOTAL PRICE quoted in the proposal, the product of the QUANTITY and the UNIT PRICE shall control.

For each quote item, the CONTRACTOR shall quote a UNIT PRICE. The UNIT PRICE shall include all costs, including labor, material and equipment necessary to complete the unit item of work. Failure to quote a UNIT PRICE may be cause for rejection of the proposal.

The undersigned hereby agrees to furnish the required bonds and to sign the contract within twenty (20) business days from and after the acceptance of this proposal, and further agrees to begin and complete all work covered by the specifications within the time limits set forth herein.

Accompanying this proposal, as a guaranty that the undersigned will execute the contract and furnish satisfactory bonds, in accordance with the terms and requirements of the specifications, is a bond or a certified check in the amount of five percent (5%) of the total base proposal price.

The successful CONTRACTOR shall furnish within twenty (20) business days after the acceptance of this proposal, a performance payment and guaranty bond, in the form provided in

the specifications, in the amount of one hundred percent (100%) of the total base proposal price for the first year of the contract, as security for the faithful performance of the contract and the payment of all persons performing labor or furnishing materials in connection with the contract. This security shall also cover the guaranty required by the contract for the period of guaranty stated in the proposal.

It is hereby agreed and understood that in case of failure of the undersigned either to execute the contract or to furnish the required satisfactory bonds, within twenty (20) business days after receipt of NOTICE OF PROPOSAL ACCEPTANCE, the amount of the proposal guaranty will be retained by the CITY/AUTHORITY, as liquidated damages arising out of the failure of the undersigned to either execute the contract or to furnish the bonds as proposed. It is understood that in case the undersigned CONTRACTOR'S proposal is not accepted, the proposal guaranty will be returned.

The initial term of this contract is from July 1, 2010 to June 30, 2020. Divided into ten (10) periods as follows:

- Period 1 – July 1, 2010 to June 30, 2011
- Period 2 - July 1, 2011 to June 30, 2012
- Period 3 - July 1, 2012 to June 30, 2013
- Period 4 - July 1, 2013 to June 30, 2014
- Period 5 - July 1, 2014 to June 30, 2015
- Period 6 – July 1, 2015 to June 30, 2016
- Period 7 - July 1, 2016 to June 30, 2017
- Period 8 - July 1, 2017 to June 30, 2018
- Period 9 - July 1, 2018 to June 30, 2019
- Period 10 - July 1, 2019 to June 30, 2020

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.

If this proposal is accepted our surety will be: _____

SCHEDULE OF QUOTES
ALL CONTRACTORS MUST QUOTE ALL ITEMS

- A. *Once a week Residential curbside Solid Waste collection (automated)* \$ _____
- B. *Once a week yard waste Collection & Processing* \$ _____
- C. *Once a week Residential curbside Solid & Yard Waste collection (same day)* \$ _____
- D. *Extra Polycart for Residential curbside Solid Waste collection (automated)* \$ _____
- E. *Optional Polycart (small size apx 60 gal.-limit 1 per household) (automated)* \$ _____
- F. *Community Solid /Bulky Waste drop off Transfer Station (manned)* \$ _____
- G. *Once a month curbside Bulky Waste Collection* \$ _____
- H. *Quarterly curbside Bulky Waste Collection* \$ _____
- I. *Once a month City Wide Clean Up-(4) free Roll-Offs at specific sites* \$ No Charge
- J. *Once a week curbside Recyclable Collection & Processing* \$ _____
- K. *Community Collection Point Recycling Location(s)* \$ _____
- L. *Solid Waste Removal for City of Shawnee government: (Refer to Section 4.8)* \$ No Charge
- M. *Spring Clean up – Curbside Bulk Waste– once/year (includes lake area)* \$ No Charge
- N. *Spring Clean up –Multiple Collection Points – once/year (includes lake area)* \$ No Charge
- O. *Fall Clean up -Curbside Bulk Waste– once/year (includes lake area)* \$ _____
- P. *Landfill use charge to residents on a user fee basis* \$ _____

Respectfully submitted,

Signature of CONTRACTOR

(a) If an individual doing business as: _____

(b) If a Partnership: _____
 Partner of Firm

(c) If a Corporation: _____
 Name of Corporation

 Officer

 Title

(seal)

ATTEST: _____
 Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as PRINCIPAL, and

_____ as SURETY, are hereby

held and firmly bound unto the CITY/AUTHORITY, in the sum of _____

_____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the PRINCIPAL has submitted to the CITY/AUTHORITY, a certain PROPOSAL attached hereto and hereby made a part hereof to enter into a contract in writing, for solid waste collection and disposal in the City of Shawnee.

NOW THEREFORE,

1. If said BID shall be rejected; or
2. If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto [properly completed in accordance with said BID and shall furnish a Bond for his faithful performance of said contract, and shall in all other respects perform the agreement created by the acceptance of said BID, then obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or effected by the extension of the time within which the CITY/AUTHORITY may accept such PROPOSAL; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed, this _____ day of _____, 2010.

Principal

ATTEST

By: _____

(Witness as to Principal)

(Address)

Surety

ATTEST

By: _____

(Witness as to Surety)

(Address)

By: _____
Attorney-in-Fact

(Address)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located.

CONTRACTOR'S INFORMATION REPORT

To assist the CITY/AUTHORITY in evaluating the proposals and the ability of the CONTRACTOR to accomplish the scope of services, the following information shall be submitted as a part of each proposal for a solid waste collection and disposal system to serve the Citizens of Shawnee, Oklahoma.

NAME OF CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

TITLE: _____

TELEPHONE NUMBER: _____

I. SOLID WASTE COLLECTION EXPERIENCE

1. A list of all current municipal solid waste collection systems of comparable or larger size your company is performing in the state of Oklahoma at present. If none, enter none. Services listed shall be subject to inspection and/or reference check.

City	Dates of Service	Contact Person/Title	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. A list of all completed and/or terminated municipal solid waste collection contracts system of comparable or larger size your company performed in the state of Oklahoma in the past five years. If terminated attach explanation of reason for termination. Services listed shall be subject to inspection and/or reference check.

City	Dates of Service	Contact Person/Title	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. EQUIPMENT AND FACILITIES

1. Is your repair and yard facility at the above address? Yes No
2. If NO, state the address of your yard facility. _____

3. List collection equipment you now own or lease.
[Indicate owned as (O) and leased as (L).]

Make	Model	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. If you are the successful CONTRACTOR for solid waste collection and disposal for Shawnee, Oklahoma, LIST the additional equipment that you would purchase to execute this Contract.

Make	Model	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IX. Transition Plan

Describe in detail the preliminary plan and timetable for commencing and continuing a smooth transition from the previous Solid Waste Contractor, to the new CONTRACTOR'S operations. Attach additional pages as required.

X. Transition Plan Checklist.

- 1) When will you have your trucks and equipment in place? _____
- 2) List when you will begin residential drop-off of polycarts. _____
- 3) List how you will change out polycarts from previous Contractor (attach pages) _____
- 4) List when you will begin picking up resident's trash. _____
- 5) How will you handle disabled residents polycarts. _____
- 6) Which Landfill will you be utilizing? _____
- 7) What is the distance from the City of Shawnee to the landfill? _____
- 8) List your routes for residential pick-up (attach pages,& maps) _____
- 9) List planned Holidays that you will not pick up trash. _____

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

This contract, made and entered into this _____ day of _____, 2010, 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 _____, 2010, 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, 2010, through June 30, 2020, 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, 2010 to June 30, 2020. Divided into ten (10) periods as follows:

- Period 1 – July 1, 2010 to June 30, 2011
- Period 2 - July 1, 2011 to June 30, 2012
- Period 3 - July 1, 2012 to June 30, 2013
- Period 4 - July 1, 2013 to June 30, 2014
- Period 5 - July 1, 2014 to June 30, 2015
- Period 6 – July 1, 2015 to June 30, 2016
- Period 7 - July 1, 2016 to June 30, 2017
- Period 8 - July 1, 2017 to June 30, 2018
- Period 9 - July 1, 2018 to June 30, 2019
- Period 10 - July 1, 2019 to June 30, 2020

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 _____, 2010.

CITY/AUTHORITY

By: _____
Brian McDougal
City Manager

(SEAL)

ATTEST:

Phyllis Loftis
City Clerk

Name of CONTRACTOR

By

Title

(SEAL)

ATTEST:

Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as PRINCIPAL, and

_____ as SURETY, are hereby

held and firmly bound unto the City of Shawnee/Shawnee Municipal Authority

in the sum of _____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the PRINCIPAL entered into a certain Contract for Services with the City of Shawnee/Shawnee Municipal Authority, dated the _____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for solid waste collection and disposal in the City of Shawnee.

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and requirements of said Contract for Services during the first contract period thereof, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City of Shawnee/Shawnee Municipal Authority from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Shawnee/Shawnee Municipal Authority all outlay and expenses which the City of Shawnee/Shawnee Municipal Authority may incur in making good any default, that this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract for Services or the Services to be provided there under or the Provisions accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract for Services or to the Services or to the Provisions.

PROVIDED, FURTHER, that no final settlement between the City of Shawnee/Shawnee Municipal Authority and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed in triplicate, this _____ day of _____, 2010.

Principal

ATTEST

By: _____

(Witness as to Principal)

(Address)

Surety

ATTEST

By: _____

(Witness as to Surety)

(Address)

By: _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to the date of the Contract. If PRINCIPAL is a partnership, all partners should execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located

GENERAL
AND
SPECIAL PROVISIONS
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES

1.0 - DEFINITIONS

1.1 For the purposes of this contract, the following definitions shall apply in addition to the provisions of the Municipal Code of the City of Shawnee in effect as of the date of this contract and including any amendments and/or revisions of said Code during the term of this contract.

- a. *Bags* - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.
- b. *Bin* - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.
- c. *Bulky Waste* - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.

Bulky waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).

- d. *Bundle* - Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding 35 pounds in weight (tree limbs should not exceed one inch in diameter and four feet in length.)
- e. *City* - City of Shawnee
- f. *Collection Point* - The point at which the waste will be picked up at the residential unit. This is either house-side or alley or curbside.
- g. *Commercial and Industrial Refuse* - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a commercial or industrial unit.
- h. *Commercial and Industrial Unit* - All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential unit.
- i. *Construction debris* - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- j. *Container* - A receptacle with a capacity of 90 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed 80 lbs. **This provision is subject to revision.**

- k. *CONTRACTOR* - The person, corporation or partnership performing refuse collection and landfill operation under contract with the City of Shawnee/Shawnee Municipal Authority.
- l. *Curbside* - The area within four feet of the curb line of the street or public alley from which a residence, property or institution is serviced.
- m. *Dead Animals* - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause.
- n. *Director* - Shall mean the Utility Director of the City of Shawnee/Shawnee Municipal Authority or any designated representative.
- o. *Disposal Site* - A refuse depository, including but not limited to the landfill and other sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses permits or approvals.
- p. *Garbage* - Any and all dead animals of less than 10 lbs. in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans or other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents;) except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- q. *Hazardous Waste* - Any chemical, compound, mixture, substance or article which is designated by the E.P.A. or appropriate agency of the State to be “hazardous” as that term is defined by or pursuant to federal or state law.
- r. *House-side* - refers to all of the following:
 - (1) Where serviced from the street, the area no further from the street than within four feet of the rear corner of the residence and/or building in a location outside any enclosed or fenced portion of the premises that does not have an open gate or other opening.
 - (2) A location designated by the Director when the physical conditions of the premises make it impractical or impossible to conform to (1) above.

- s. *Producer* - An occupant of a commercial and industrial unit or a residential unit who generates refuse.
- t. *Refuse* - This term shall refer to residential refuse and bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.
- u. *Residential Refuse* - All garbage and rubbish generated by producer at a residential unit.
- v. *Residential Unit* - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether a single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single family dwelling within any such residential unit shall be billed separately as a residential unit.
- w. *Rubbish* - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter. The collection point will be at curbside.
- x. *Stable Matter* - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- y. *City/Authority* – the City of Shawnee/Shawnee Municipal Authority.
- z. *Transfer Station* – A manned location within the City limits where solid waste is unloaded from collection vehicles and briefly held while it is reloaded onto transport vehicles for shipment to landfills or other treatment or disposal facilities.

2.0 - INDEMNITY AND INSURANCE

- 2.1 The CONTRACTOR will indemnify, save harmless and exempt the CITY/AUTHORITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants, and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the CITY/AUTHORITY, its officers, agents, servants and employees, or third parties.
- 2.2 The CONTRACTOR shall at all times during the Contract maintain, in full force and effect, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 2.0. ALL insurance shall be by such insurers and for policy limits acceptable to the CITY/AUTHORITY. Before commencement of work hereunder, the CONTRACTOR shall furnish the CITY/AUTHORITY certificates of insurance, or other evidence satisfactory to the CITY/AUTHORITY, to the effect that such insurance has been procured and is in force. Insurance certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued, and the coverages stated are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder.”

- 2.3 For the purpose of this contract, the CONTRACTOR shall carry no less than the minimum insurance coverage as specified below:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability...	\$ 500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$ 500,000 each occurrence
Except Automobile	\$ 500,000 aggregate
Automobile Bodily Injury	\$ 500,000 each person
Liability	\$ 500,000 each occurrence
Automobile Property Damage	\$ 500,000 each occurrence
Liability	
Excess Umbrella Liability	\$5,000,000 each occurrence

- 2.4 It is expressly understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that the CONTRACTOR and its employees are not employees of the CITY/AUTHORITY, and that the CITY/AUTHORITY is not to provide Workmen's Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the CONTRACTOR or its employees, if any, in and under the terms of this Contract.

3.0 - BONDING REQUIREMENTS

- 3.1 The successful CONTRACTOR shall be required to furnish a Performance Bond acceptable to the CITY/AUTHORITY in an amount equal to one hundred percent (100%) of the total annual quote for solid waste collection and disposal services for the period of the Contract. The CONTRACTOR shall have twenty (20) business days following written notification from the CITY/AUTHORITY to provide such a bond.
- 3.2 A Performance Bond shall also be required for each subsequent period of the Contract and shall be presented to the CITY/AUTHORITY by the CONTRACTOR no later than sixty (60) days prior to the beginning of the subsequent period of the Contract. The Performance Bond amount required for each subsequent year of the Contract shall be equal to one hundred percent (100%) of the quoted cost of solid waste collection and disposal services for that year.
- 3.3 Performance Bonds provided to the CITY/AUTHORITY by the CONTRACTOR shall guarantee the performance of the CONTRACTOR under the terms and conditions of these specifications and the Contract for services between the parties.

4.0 - SCOPE OF SERVICE

- 4.1 The CONTRACTOR shall provide solid waste collection, removal, and disposal services to all residential premises in the following:
- 4.1.1 Premises to which the City of Shawnee/ Shawnee Municipal Authority, hereinafter referred to as “CITY/AUTHORITY” provides services to via an existing contract at the time the CONTRACTOR begins operations, as determined by utility billing and refuse routes.
 - 4.1.2 Premises not serviced by the CITY/AUTHORITY at the time CONTRACTOR begins operations shall be serviced by the CONTRACTOR on the first regularly scheduled day after receiving written instructions to do so from the Director, so long as they are either on an existing route or within one mile of an existing service and meet the following criteria:
 - (a) One residence with no adjacent residence must be within 1/10 mile of a service route.
 - (b) Two adjacent residences must be within 2/10 mile of a service route.
 - (c) Three adjacent residences must be within 3/10 mile of a service route.
 - (d) Four adjacent residences must be within 4/10 mile of a service route.
 - (e) Five adjacent residences must be within 5/10 mile of a service route.
 - (f) Six or more adjacent residences must be within one mile of an existing service route.
- 4.2 The CONTRACTOR may refuse to service a location as specified only when one or more of the following conditions exist:
- 4.2.1 When solid waste is not placed in approved containers or in the required pick-up areas. The CONTRACTOR shall advise in writing, the person or company affected by refusal to collect.

This notice shall be given by affixing a red tag to the container. The form and information on the tag must be approved by the Director. A copy or email of the notice or record of same shall be submitted to the Director within twenty-four (24) hours listing date, time, reason, and address where refuse was not collected.
 - 4.2.2 CONTRACTOR will not be required to collect dead animals, construction debris or hazardous materials as defined herein. Upon written direction of the Director, however, CONTRACTOR as a special pick-up will collect dead animals and construction debris.
 - 4.2.3 The CONTRACTOR shall discontinue service at any location set forth in a written notice from the Director. CONTRACTOR shall resume collection service on the next regularly scheduled collection days following notice to do so.

- 4.3 For residential collection, on each regularly scheduled pick-up day, CONTRACTOR shall collect all refuse, garbage or bulky waste that is in appropriate containers, bundles and/or placed in the proper location for collection. CONTRACTOR is responsible for returning all containers to the proper upright location with lids securely fastened and for damage to containers due to the actions of its employees during collection.
- 4.4 The CONTRACTOR shall not litter public or private property while collecting and/or removing refuse and shall clean-up any spilled refuse immediately. All refuse hauled by CONTRACTOR shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.5 CONTRACTOR shall dispose of all refuse at CONTRACTOR'S sole expense. Disposal sites must be legally empowered to accept refuse for treatment or disposal and must meet all federal, state, and local licensing and operating requirements. Hours of operation shall be 8:00 a.m. to 5:00 p.m. weekdays, and 8:00 a.m. to 4:00 p.m. on Saturdays. Holidays are excluded, provided, however, that the CONTRACTOR will have the authority to make adjustment to these hours as long as those adjustments are deemed reasonable and given prior approval by the Director.
- 4.6 CONTRACTOR shall accept at no charge residential refuse, bulky waste, construction debris and stable matter brought to the disposal site by the owner or occupant of a residential unit under the following conditions:
- 4.6.1 Acceptable proof of residency:
- In the case of an occupant, whether or not the owner, a current City of Shawnee residential water bill, and a valid driver's license or temporary driving permit showing a City of Shawnee address.
- In the case of an owner who is not an occupant, acceptable verification shall consist of proof of ownership of the property such as a deed or property tax receipt and a valid driver's license or temporary driving permit showing a City of Shawnee address.
- Residents or owners who do not possess a valid driver's license or temporary driving permit must present some other form of positive identification which bears the same name and residential address as the water bill.
- 4.6.2 A maximum of three (3) cubic yards of waste will be accepted from the same residential address at no charge during any one calendar month. Any owner or occupant bringing any volume of waste from the same residential address during any one calendar month in excess of three (3) cubic yards shall be charged the current rate for disposal.
- 4.7 CONTRACTOR shall provide collection and disposal services at no cost in conjunction with the City of Shawnee's annual Spring Clean Up.
- 4.8 CONTRACTOR shall provide collection 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:

Location	Quantity	Size	Frequency
Public Works Service Center	1	40 yard	As needed
Animal Shelter	1	2 yard	Daily
City Hall	1	6 yard	3/week
Fairview Cemetery	1	6 yard	2/week
Lions Club Park	2	8 yard	3/week **
Dockery Park	1	6 yard	2/week **
Shawnee Lake	2	8 yard	1/week **
Community Center	1	4 yard	2/week
Senior Center	2	4 yard	2/week
Public Library	1	3 yard	2/week
Water Treatment Plant	1	4 yard	1/week
Northside Wastewater Treatment Plant	2	2 yard	2/week
Southside Wastewater Treatment Plant	2	2 yard	2/week
	1	3 yard	2/week
Central Garage	1	4 yard	2/week
Expo Center	4	40 yard	2/week***
Police	Shares with City Hall		2/week
Fire Station # 2	1	2 yard	2/week
Fire Station # 3	1	2 yard	2/week
Downtown Public Containers	28 *	30 gallon	2/week
Airport Location	1	4 yard	1/week
Old Army Reserve Building	1	2 yard	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 Dr.'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 bulky 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 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.

5.0 - CONTRACTOR'S OPERATIONS

- 5.1 CONTRACTOR shall notify Director in writing furnishing name and background information of its managing agent forty-five (45) days prior to commencing collection operations and shall notify Director of any change in agents. CONTRACTOR'S managing agent shall serve at the point of control for dealings and communications with CONTRACTOR.
- 5.2 CONTRACTOR shall provide and maintain s sufficient number of vehicles, equipment, tools and personnel to collect, remove, and dispose of refuse as required by this contract.
- 5.3 CONTRACTOR shall provide and maintain a garage shop and yard for its operations within the corporate limits of the City of Shawnee, sufficient to ensure all weather year-round operation. These facilities shall be maintained in accordance with applicable laws, ordinances, and regulations.
- 5.4 Routes and Schedules
 - 5.4.1 Maps and schedules of collection routes shall be provided to the Director no later than thirty (30) days prior to the initiation of collection operations or changes in operations.
 - 5.4.2 CONTRACTOR shall not commence collection in residential areas prior to 7:00 A.M. or continue past 7:00 P.M..
 - 5.4.3 CONTRACTOR shall notify the Director of all days to be observed as holidays by CONTRACTOR'S employees prior to commencing collection operations and shall notify persons to be affected by CONTRACTOR'S holiday schedule prior to the holiday in question. Persons whose regularly scheduled collection day falls on such a holiday will be served on the next regularly scheduled collection day or within four (4) days, which ever comes first. Sunday or holiday collections are not required except as special-pick-ups.

- 5.4.4 Not less than two (2) weeks prior to commencing collection operations or changing routes or schedules that alter the day(s) of collecting the CONTRACTOR shall notify each customer affected. Notice shall be made by mail to individual customers and by a large public notification in the local news media.
- 5.4.5 The Director must give written approval to all routes and schedules when established or changes prior to implementation.

5.5 Vehicles and Other Equipment

- 5.5.1 CONTRACTOR'S vehicles and other equipment shall be clearly identified as belonging to the CONTRACTOR and must be kept in good repair, appearance and in a sanitary condition at all times.
- 5.5.2 Bodies of CONTRACTOR'S trucks shall be enclosed packer type, water tight, sanitary and capable of unloading by dumping or automatic push out means.
- 5.5.3 CONTRACTOR'S equipment shall essentially be a standard product of a reputable manufacturer so that continuing service and delivery of spare parts are assured
- 5.5.4 CONTRACTOR'S equipment/vehicles shall have clearly visible letters (minimum of 6") with the name, address and telephone number of CONTRACTOR'S local office on each side of the equipment/vehicle.
- 5.5.5 CONTRACTOR shall ensure that each vehicle carries sufficient hand tools to handle all cleanup of spilled or littered refuse, a first aid kit, and necessary emergency equipment.
- 5.5.6 CONTRACTOR shall submit evidence satisfactory to Director, and maintain same for term of this contract, that a maintenance contract for repair and service of equipment or employment of qualified service mechanics is in effect.
- 5.5.7 CONTRACTOR shall furnish the Director with a list identifying all vehicles and for equipment to be used in fulfilling this contract and notify the Director of any additions or deletions.

5.6 CONTRACTOR'S Personnel:

- 5.6.1 Employees driving or operating CONTRACTOR'S vehicles shall at all times possess a valid commercial vehicle operators license of the State of Oklahoma.
- 5.6.2 Employees of the CONTRACTOR who normally and regularly come into contact with the public shall bear some means of individual identification such as a name tag or identification card.
- 5.6.3 CONTRACTOR'S employees, officers, agents, and sub-contractors shall, at no time, identify themselves or in any way represent themselves as being employees or agents of the CITY/AUTHORITY.

- 5.6.4 CONTRACTOR shall take affirmative action not to deny employment or all benefits of employment for reasons of race, religion, color, sex or national origin. CONTRACTOR shall post in conspicuous places notices setting forth the provisions of this non-discrimination clause. Similar notices shall be included in all advertisements for employees.
- 5.6.5 Employees of the CONTRACTOR shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the CONTRACTOR shall immediately notify the CITY/AUTHORITY in writing, of such condition and of his inability to make collection.

5.7 CONTRACTOR'S Local Office

- 5.7.1 Throughout the term of this contract, the CONTRACTOR shall establish and maintain a local office and an authorized managing agent within the City of Shawnee. CONTRACTOR shall designate in writing to the Director the agent upon whom all notices may be served from the CITY/AUTHORITY, or Director. Service upon the contract's agents shall always constitute service upon CONTRACTOR.
- 5.7.2 The office shall be open during collection hours; have responsible person(s) in charge during open hours; be equipped with sufficient locally answered telephones to receive and record complaints, requests for information, service changes, etc.; complaints shall be resolved in a courteous, polite, and expeditious manner within the following twenty-four (24) hour period.

5.8 CONTRACTOR'S Records

- 5.8.1 CONTRACTOR shall keep and maintain records of all refuse collected and charges therefore, and the Director shall have the right to inspect and review said records that in any way pertain to the payments due CONTRACTOR and/or to the CONTRACTOR'S contractual obligations. CONTRACTOR'S accounting shall be approved by the Director.
- 5.8.2 Examples of specific information to be recorded include but are not limited to: Route and schedule information; names, addresses, and number of locations and customers served by route and type of service; number, nature and disposition of complaints by date; and, number of tons and cubic yards of refuse collected by route on a monthly, month to date and annual basis.
- 5.8.3 CONTRACTOR shall provide 3 years worth of records of DEQ inspections and violations of their operations and any landfill that CONTRACTOR uses. CONTRACTOR shall provide these records at any time requested by CITY/AUTHORITY.

5.9 Licenses, Permits, Taxes, Etc.

CONTRACTOR shall obtain, at its sole expense, all permits, licenses, and pay at its own expense all taxes, disposal fees, and other fees associated with the collection, removal, and disposal of refuse.

5.10 Indemnity

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

6.0 - QUALITY OF SERVICE

- 6.1 The Director shall have the power at any time to order the CONTRACTOR to add, repair, or replace equipment if, in his judgment, such action is necessary for fulfillment of this contract. If upon receipt of such order, CONTRACTOR fails to comply within sixty (60) days, such failure shall constitute a breach of this contract and the CITY/AUTHORITY shall have the right to deduct from any compensation due the CONTRACTOR the sum of two hundred fifty dollars (\$250.00) as liquidated damages for each day that the CONTRACTOR fails to comply with such order.
- 6.2 The Director shall have the right to inspect CONTRACTOR'S facilities, equipment, operations, and records at any reasonable time. Such inspections shall be limited to those facilities, equipment, operations, and records related to the performance of this contract.
- 6.3 The Director's decision on all particulars as to the quality and manner of providing service and interpretations of the contract shall be binding on both parties. Provided, however, that the CONTRACTOR shall have the recourse of an appeal to the Board of Trustees of the CITY/AUTHORITY if the CONTRACTOR disagrees with the Director's decision. The Board of Trustees shall have the power to reverse decisions of the Director regarding the provision of services under the terms of this contract.
- 6.4 Application of any provision of this contract, failure of the CITY/AUTHORITY at any time to require performance by the CONTRACTOR of any contract provision shall in no way affect CONTRACTOR'S obligation to perform or the CITY/AUTHORITY'S right to enforce the same. Nor shall waiver by the CITY/AUTHORITY of any breach of any contract provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 6.5 Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from CONTRACTOR'S vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

7.0 - CUSTOMER COMPLAINTS

- 7.1 All service complaints shall initially be directed to the CONTRACTOR and shall be resolved within twenty-four (24) hours. CONTRACTOR shall supply the Director with copies of all complaints on a form approved by the Director (see Section IV. Attachments -Trash Complaint Form). The form as a minimum shall contain the date and time the complaint was received, who received the complaint, the complainant by name and address and the date and time that the complaint was resolved with a description of the action taken. When a complaint is received on a day preceding a holiday or weekend, it shall be resolved by the end of the next working day.
- 7.2 The Director shall notify the CONTRACTOR of each complaint reported to the CITY/AUTHORITY. It shall be the duty of the CONTRACTOR to resolve the complaint and notify the Director as prescribed within twenty-four (24) hours of receipt of the complaint
- 7.3 CONTRACTOR shall notify all customers about complaint procedures, rules, and regulations and day of collection on an annual basis and whenever there is a change in service. Notice shall be pre-approved by the Director and shall consist of printed matter distributed by the CONTRACTOR to all premises served and by public notice in the local media.
- 7.4 Failure to remedy the cause of complaints shall be considered a breach of the contract and for the purpose of computing damages under the provisions of this section of the contract, it is agreed that the CITY/AUTHORITY may deduct from payments due or to become due the CONTRACTOR, the following amounts as liquidated damages:
- | | | |
|-------|---|---|
| 7.4.1 | Failure to clean up spilled refuse. | \$50.00 each incident at the same premises. |
| 7.4.2 | Failure or neglect to collect refuse from any premises at those times provided in this contract within 24 hours | \$50.00 each failure or neglect of repeated instances at same premises. |
| 7.4.3 | Failure to return containers to the designated location as per this contract | \$20.00 each repeated instance at same premises. |
| 7.4.4 | Failure or neglect to correct chronic problems in any category above. chronic shall mean three or more incidents at the same premises.) | \$50.00 each instance. |

8.0 - DISCONTINUANCE OF SERVICE

- 8.1 If the CONTRACTOR fails to provide the services required by this contract for a period in excess of five (5) consecutive, scheduled working days, the CITY/AUTHORITY may take the following actions:
- 8.1.1 At its option, take possession of all of the CONTRACTOR'S equipment and facilities used in the performance of this contract.
 - 8.1.2 Employ such means as it deems advisable and appropriate to continue work until such matter is resolved and CONTRACTOR is again able to carry out operations under this contract.
 - 8.1.3 Deduct any and all operating expenses incurred by the CITY/AUTHORITY from any money due or to become due the CONTRACTOR and, should the CITY/AUTHORITY 'S cost for continuing operations exceed the amount due the CONTRACTOR, collect the amount due, either from the CONTRACTOR or surety or both, and also assert a lien on all properties of the CONTRACTOR.
 - 8.1.4 During such period, the CONTRACTOR hereby specifically agrees, that the liability of the CITY/AUTHORITY to the CONTRACTOR for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
 - 8.1.5 If CONTRACTOR is unable, for any cause, to resume performance at the end of thirty (30) calendar days, all liability of the CITY/AUTHORITY to the CONTRACTOR under the contract shall cease and the CITY/AUTHORITY shall be free to negotiate with other contractors for the operation of said refuse service and take the actions provided for herein for bankruptcy default, or breach of contract. Such actions shall not release the CONTRACTOR of his liability to the CITY/AUTHORITY for such breach of this contract.
- 8.2 In the event CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the CONTRACTOR. If CONTRACTOR shall be proven insolvent, or fail in business, the contract may be terminated at the option of the CITY/AUTHORITY.
- 8.3 All terms, conditions, and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should CONTRACTOR fail to perform any of his contractual obligations, the CITY/AUTHORITY may, at its option, terminate the contract ten (10) days after written notification to the CONTRACTOR of the violation of the contract and the failure of the CONTRACTOR to remedy the violation within said time.
- 8.4 In the event of termination of the contract for breach, default, or bankruptcy as noted above, the CITY/AUTHORITY shall have the right to forthwith take possession of all the CONTRACTOR'S equipment, facilities, and records used in the performance of this contract.

- 8.4.1 The CITY/AUTHORITY shall have the right to retain possession of said equipment, facilities and records until other such items can be acquired by the CITY/AUTHORITY for operation of the system or another contractor is engaged to perform the service.
- 8.4.2 CITY/AUTHORITY is specifically given the right to become the CONTRACTOR, at the option of the CITY/AUTHORITY, to purchase CONTRACTOR'S equipment and facilities at the depreciated fair market value thereof.
- 8.4.3 CITY/AUTHORITY shall pay CONTRACTOR the reasonable rental value of such equipment and facilities during the time used by the CITY/AUTHORITY should CITY/AUTHORITY elect not to purchase. The liability of the CITY/AUTHORITY to the CONTRACTOR during this period shall be that of a bailee for hire, ordinary wear and tear specifically exempt from such liability.
- 8.4.4 CONTRACTOR shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any real or personal property used in the performance of this contract without the prior written consent of the CITY/AUTHORITY. Any attempt to do so without such permission shall constitute a material breach of this contract.
- 8.4.5 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.
- 8.5 No assignment of this contract or any right occurring under this contract shall be made in whole or in part by the CONTRACTOR, either voluntarily or involuntarily or by any process of law, and shall not be or come under the control of creditors or trustees of CONTRACTOR in the case of bankruptcy or insolvency of CONTRACTOR, without the prior written consent of the CITY/AUTHORITY.

9.0 - CONTRACTOR'S COMPENSATION

9.1 Billing Process

9.1.1 All Accounts: The CONTRACTOR shall provide the CITY/AUTHORITY with monthly reports within ten (10) days of the end of the reporting period. Reports shall include the number of households, number of pickups of each commercial client if applicable, the type and the size of dumpster if applicable, and total tonnage of materials collected.

9.1.2

Alternative Commercial Accounts: The CONTRACTOR may provide billing to and collection from all commercial accounts. The CONTRACTOR agrees to pay to CITY/AUTHORITY a *franchise* fee, as agreed upon between the City and CONTRACTOR, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

9.2 CITY/AUTHORITY shall pay CONTRACTOR on or before the thirtieth (30th) day following the month service was rendered. CONTRACTOR shall be entitled to payment for all services rendered.

9.3 Said billing and payment shall be based on the prices and schedules set forth in the contract multiplied by the number of units served, as determined by CITY/AUTHORITY billing records or verified by the Director, for regularly scheduled residential services. Billing and payments for special pick-ups shall be based on the hourly rate per crew as set forth in the contract multiplied by the number of hours each crew was used, as verified by the Director.

9.4 CITY/AUTHORITY shall furnish at no cost to CONTRACTOR copies of the billing records indicating the addresses, type, and frequency of service being billed for during the preceding month.

The CITY/AUTHORITY and CONTRACTOR agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party.

9.5 Should CONTRACTOR'S records disagree with the billing records, CONTRACTOR must notify the Director in writing prior to submitting CONTRACTOR'S bills to the CITY/AUTHORITY.

9.5.1 CONTRACTOR'S notification shall be made on a form approved by the Director that specifies the nature of the disagreement, the address (es) of the unit(s) in question, the type and frequency of service CONTRACTOR maintains is being provided, and the date such service began or ended.

- 9.5.2 Director shall investigate all reported discrepancies and confirm or deny CONTRACTOR'S report. Director shall verify those confirmed discrepancies so customers may be billed accurately and the CITY/AUTHORITY may pay the CONTRACTOR for actual services rendered.
- 9.5.3 CONTRACTOR'S bill to the CITY/AUTHORITY shall indicate all disagreements with billing records.
- 9.6 Modification to Unit Prices.
- 9.6.1 Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category, "All Items" and "Gasoline," both as published by the U.S. Department of Labor, Bureau of Statistics, for the Regional area of Kansas City, Kansas/Missouri. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ninety percent (90 %) of the net percentage change of the All Items Index, plus ten percent (10 %) of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year.
- 9.6.2 As soon as possible, prior to the Rate Modification Date, the CONTRACTOR shall present the CITY/AUTHORITY with a comparative statement, setting forth for both the All Items Index and the Gasoline Index; the index value for the April reporting period of the previous year and the index value for the April reporting period for the current year; the net percentage change; the composite percentage change equal to ninety percent (90 %) of the All Item's Index, plus ten percent (10 %) of the net percentage change in the Gasoline Index, and the increase or decrease in the unit prices which may be charged by the CONTRACTOR. On the Rate Modification Date and after the receipt of the comparative statement, the unit prices charged by the CONTRACTOR will be modified to reflect any such change until the next Rate Modification Date.
- 9.6.3 In addition, the CONTRACTOR will be granted the option to petition the CITY/AUTHORITY at any time for rate adjustments deemed necessary due to unusual changes in the operation experienced by the CONTRACTOR. Such requests for adjustments shall not be unreasonably denied.
- 9.7 Title to all waste and refuse collected in the performances of this contract and all salvage rights thereto shall be vested in the CONTRACTOR upon being placed in CONTRACTOR'S equipment.

10.0 - RECYCLING PROGRAM

- 10.1 The goal of the CITY/AUTHORITY is to reduce the amount of municipal solid waste going to the landfill and to reduce the overall cost of the solid waste collection and disposal service and extend the useful life of the disposal site.
- 10.2 The following materials are to be included in the initial recycling program:
 - 10.2.1 Paper Products – All types of paper, including; newspaper, phonebooks, magazines,
 - 10.2.2 Aluminum Beverage Cans – All aluminum beverage containers which are empty and reasonably clean.
 - 10.2.3 Glass Containers - Clear and colored glass containers which have been rinsed and are reasonably clean and unbroken.
 - 10.2.4 Plastic Bottles - Plastic soda bottles (polyethylene terephthalate or PET); and plastic milk or water jugs (high density polyethylene or HDPE); which are rinsed and reasonably clean.
 - 10.2.5 Tin/Bi-Metal Containers - Fruit, vegetable, sauce, etc. Metal containers which have been rinsed and are reasonably clean.
- 10.3 Public education, initial program promotion and continued advertising are essential to the success of a recycling program. If the CITY/AUTHORITY incorporates a recycling program in the proposed contract, the CONTRACTOR shall be responsible for the following:
 - 10.3.1 The plan proposed by the CONTRACTOR shall provide public education program that will include strategies to gain publicity, and a timetable of advertisements designed to communicate facts about the program, explain the recycling program, its importance, the items that are included in the recycling program, the role of the City, the residents, and the CONTRACTOR will be identified in the program. The benefits of recycling should be emphasized in the public education program.
 - 10.3.2 During the initial period of the contract, the CONTRACTOR shall provide informational public announcements in local newspapers, special promotions, brochures, and instructional pamphlets.
 - 10.3.3 Promotion shall also cover mulching and individual composting of yard waste to further reduce the volume of waste disposed of in a landfill.
- 10.4 The curbside proposal may utilize recycling bins and shall include once per week collection at all participating residences.
 - 10.4.1 It will be the responsibility of the CONTRACTOR to separate the recyclable materials either at the curbside, the recycling center, transfer station or landfill.

- 10.4.2 Improperly prepared material or inappropriate material may be rejected and notice given as to proper procedures to be followed in the recycling program.
- 10.5 The alternate recycling proposal for collection of recyclable materials at community drop off points shall provide for the following:
- 10.5.1 The same recyclable materials will be collected in compartmentalized containers at up to five (5) manned (from 8-5 Monday through Friday), locations conveniently situated throughout the community, each of which must be approved in advance by the Director.
- 10.5.2 Each location shall be fenced and maintained a minimum of three (3) times per week or as many times as needed to keep it in a clean and orderly manner.
- 10.6 The CONTRACTOR shall be responsible for marketing the recyclable materials. Understanding the volatile nature of markets for recyclable materials, the CITY/AUTHORITY and the CONTRACTOR will negotiate the addition or deletion of materials from the list of materials set forth above as well as any change in the cost of the program.
- 10.7 Understanding that the purpose of the recycling program is to minimize the cost per residence, the CONTRACTOR shall provide records of net costs for maintaining the recycling program. Such records will include estimated savings in tipping fees or extended useful life of the disposal site.