



**REQUEST FOR PROPOSALS**

**INTEGRATED WASTE MANAGEMENT  
SERVICES**

**RFP# 15-014**  
**FEBRUARY 11, 2015 @ 2:00PM**

**FOR THE PERIOD**  
**OCTOBER 1, 2015**  
**THROUGH**  
**SEPTEMBER 30, 2020**

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**PRE-PROPOSAL MEETING**  
**WEDNESDAY, JANUARY 21, 2015 @ 2:00PM**  
**COUNCIL CHAMBERS**  
**1945 E. JACKSON ROAD**  
**CARROLLTON, TEXAS 75006**

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## NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Carrollton, Carrollton, Texas, at the Purchasing Department, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 until Wednesday, February 11, 2015 at 2:00 p.m. at which time proposals duly delivered and submitted will be considered for the following:

### INTEGRATED WASTE MANAGEMENT SERVICES RFP #15-014

Any proposal received and time stamped after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. One original (so marked), twelve copies of the proposal and an electronic version in a single searchable PDF file to <https://cocftp.cityofcarrollton.com> that can be accessed with the user name: cocrfp and password: Twenty15

The outside of the box should be clearly marked "Solid Waste Proposal" and include the proposer's name, contact person, address, telephone number, e-mail address and attention Mr. Vince Priolo, Purchasing Manager.

#### Pre-Proposal Conference

A pre-proposal conference has been scheduled for 2:00 p.m. on January 21, 2015 at City Council Chambers of Carrollton City Hall, 1945 E. Jackson Road, Carrollton, Texas. **It is strongly encouraged that all companies send a representative to this meeting.** Any questions or concerns regarding the contents and requirements of this RFP will be discussed at the conference and appropriate addendums to the RFP will be considered. Written responses to any RFP related question received following the conference will be published in the purchasing section of the City's web site.

#### Right to reject

Until the final award by the City of Carrollton, said City reserves the right to reject any and/or all proposals, to waive technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

#### Open Records Act

The City is subject to the Texas Open Records Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request.

#### Proposer Contact With The City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements will be enforced during the proposal process:

- Requests for information will be made either at the pre-proposal conference or to Vince Priolo only. Deadline for specification questions is Thursday, February 5, 2015 at 5:00 p.m.

- Questions related to the bid process or submission must be directed to Mr. Vince Priolo, Purchasing Manager, at ([vince.priolo@cityofcarrollton.com](mailto:vince.priolo@cityofcarrollton.com)). Answers to all information pertinent requests will be published in the purchasing section of the City’s web site.

**No direct contact with or lobbying of city management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process. No gifts, lunches or other gratuities will be accepted by the City.**

**Information Contained In The RFP**

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential solid waste services to the City’s residents and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy of completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. Information contained in the winning proposal will be used as the basis for the resulting contractual agreements.

**Addendums**

Schedule changes or other addendums to the RFP will be published in the purchasing section of the City’s web site: [www.cityofcarrollton.com/purchasing](http://www.cityofcarrollton.com/purchasing) (then click on “Current Bids”)

The City of Carrollton City Hall is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact Vince Priolo at least 48 hours in advance at (972) 466-3115.

**City of Carrollton, Texas**



**Vince Priolo, Purchasing Manager**

## A. SCHEDULE OF ACTIVITIES

Friday, January 9, 2015	RFP posted on web site and vendors notified
Sunday, January 11, 2015	Publication Dates
Sunday, January 18, 2015	
<b>Wednesday, January 21, 2015, 2:00 p.m.</b>	<b>Pre-proposal Conference Council Chambers, 2<sup>nd</sup> Floor 1945 E. Jackson Road Carrollton, Texas 75006</b>

**The City STRONGLY encourages all vendors to be present at this meeting.**

Thursday, February 5, 2015, 5:00 p.m.	Deadline for questions prior to bid due date
Wednesday, February 11, 2015, 2:00 p.m.	Sealed proposals due and opened
Friday, March 11, 2015	Recommended finalist selected
Tuesday, March 17, 2015	Council authorizes agreement negotiations
Friday, April 10, 2015	Agreement Signed
Thursday, October 1, 2015	New Contract Begins

## B. INTRODUCTION

The City of Carrollton desires competitive responses from serious solid waste services providers. The City of Carrollton does not have solid waste service staff and requires a comprehensive solution. The **base scope** of services desired includes the solid waste collection, disposal and related management and administrative services for residential, including apartment complexes, and City facilities for a based proposal five year term.

However, all valid RFP responses must include several separately priced items as options outside **base scope** for the City to consider each individually. Detailed specifics are required for each with emphasis on scope limitations. Those items are:

1. A ten year term instead of five
2. Residential weekly, instead of every other week, recycling collection
3. Residential recycling rewards program
4. Household Hazardous Waste on site collection and disposal program
5. Residential curb side green waste collection and disposal program
6. Apartment Complex recycling collection rolled into apartment service pricing
7. Potential cost reduction items:
  - a. City to take over first line customer calls
  - b. Residential bulk and brush collection advanced scheduling instead of weekly collection
  - c. Other service provider suggestions for improved efficiency, effectiveness or customer service

### **Responses**

In this RFP we have included a draft agreement. The agreement includes an Exhibit A that provides the specifics for required services, processes and procedures. It is imperative that responders are capable and willing to provide the required services as provided in this entire draft agreement. Response forms are included to confirm understandings and validate commitments.

The use of provided forms is intended to provide information to the evaluation team in a consistent manner for comparison. Solid waste service activities are very dynamic. The activity levels and counts provided in the RFP were based only on information available as the RFP was developed and should not be assumed precise but must be used for consistency between responses.

The response pricing information is one of the key factors in evaluation with the base rates predominate. The additional mandatory separately priced items are based on the responder's individual unique service delivery method and processes and will be considered on their own merit. There are also specific service delivery items listed on the table in Form 4 that are for very low activity level items that have unit pricing already included. This is intended to simplify the RFP response and review process with consistency at this stage and will be open for review after finalist selection with final agreement development.

## C. IMPORTANT INFORMATION TO PROPOSERS

### Invitation for Proposals

The City of Carrollton invites sealed Proposals for trash collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family and multi-family dwellings. The City estimates approximately 32,000 single family and 16,000 multi-family units to be served. The proposed scope of work is described in detail within the Draft Agreement, Exhibit A.

### Pre-Proposal Conference

All questions that you would like answered at this pre-proposal conference should be emailed to the contact listed on page #3 by 12:00 PM on January 19, 2015. Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. Written questions post conference will be received until Thursday, February 5, 2015 @ 5:00 PM. The summary of the conference and subsequent written responses will be considered an official addendum(s) to the Proposal documents.

**Proposers should read the following instructions and follow them closely.  
Failure to do so may result in a Proposal's disqualification.**

A Proposer who submits a Proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code, without qualification, including but not limited to the following:

Select any Proposal

Waive any formality, technicality, or irregularity in Proposals received

Reject any Proposals, which are not legible, not complete or contain irregularities

Reject any Proposals not received on or before the due date and time specified.

Obtain clarification from Proposers concerning Proposal

In order for your submission to be considered eligible, you must complete the following:

1. The Proposal must be properly completed (in ink or type);
2. The Proposal must be signed by an authorized contracting agent of your company;
3. The Proposal shall be filed with the City of Carrollton Purchasing Department, 1945 East Jackson Road, Carrollton TX 75006 no later than 2:00 PM on February 11, 2015.

## Required Format of Proposal

The Proposal must contain the required paperwork including ALL forms entirely completed and ALL questions answered directly where they are asked. References to company brochures and flyers will not be acceptable as an answer.

Proposals must be organized and submitted in tact with all of the information tabbed and appropriately labeled sections in the required order show below and to the Purchasing Department as described at the beginning of this section.

<b>1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer</b>
<b>2. Conflict of Interest Questionnaire</b>
<b>3. Proposal Form 1 – Past Performance and Experience of Contractor</b>
<b>4. Proposal Form 2 – Financial Qualifications</b>
<b>5. Proposal Form 3 – Disaster Management Plan</b>
<b>6. Proposal Form 4 – Base Service Pricing</b>
<b>7. Proposal Form 5 – Base Service Pricing with a Ten Year Term</b>
<b>8. Proposal Form 6 – Weekly Residential Recycling Pricing Impact</b>
<b>9. Proposal Forms 7 – Recycling Rewards Plan and Pricing</b>
<b>10. Proposal Form 8 – Household Hazardous Waste Program</b>
<b>11. Proposal Form 9 – Residential Curbside Green Waste Program</b>
<b>12. Proposal Form 10 – Apartment Complex Recycling</b>
<b>13. Proposal Form 11 – City of Carrollton Customer Call Service</b>
<b>14. Proposal Form 12 – Advanced Scheduling of Residential Bulk and Brush Collection</b>
<b>15. Proposal Form 13 – Draft Solid Waste Agreement</b>
<b>16. Proposal Form 14 – Other Suggested Options</b>

## Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person doing business with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

**4** Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**  
Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

**6**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Proposal Form 1 - Past Performance and Experience of Contractor

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in the DFW Metroplex in the last five years. Include all current contracts along with their date of expiration. Use additional pages if necessary.
4. With respect to any contracts or the collection of residential garbage, yard waste and recyclables referenced above, has your organization been terminated by a Municipality or failed to complete any contract awarded to you?
5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?
  - Describe in detail the circumstances and parties involved in any matter described above.
  - Describe the parties, docket number, nature and present status of any proceeding described above.
  - Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
7. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.
  - Explain what services will be provided by each subcontractor.
8. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgement.  YES, \_\_\_\_\_ initials

### **Proposal Form 2 - Financial Qualifications**

Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.

### **Proposal Form 3 - Disaster Management Plan**

Disasters resulting in significant volumes of debris are common in the City of Carrollton. See the companion requirement in the Draft Agreement. Timely removal of this material is crucial and expected of the Contractor. Describe in detail how the Contractor will respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; and pricing.

### **Proposal Form 4 - Service Pricing**

Provide proposed rates for services as described in the Draft Agreement, Section F. Include any annual escalation factors up to five years considering RFP stated activity levels. Also separately priced items described in other forms must be included and are not optional.

Fees must be consolidated into the summary work sheet below. Note that there are preset fees included on a few items that have historically been at minor, insignificant or nonexistent activity levels that will be reviewed with finalist during contact wrap up.

**Proposed Fee Worksheet**

		First Year	Potential Adjustment Factors			Comments
		Monthly Fee	annual escalation %	10 year %		
<b>Single Family Service</b>	Base Bundled Services					
	Schedule Bulk and Brush					
	Green Waste					
	Recycle Weekly					
	Recycle Rewards					
	Household Hazardous Waste					
	Second Cart	\$7.50				preset for RFP process only
		Each				
	Saturday Landfill Drop Off	\$15.00				
	Illegal Dumps	\$25.00				
	Illegal Dumps with Freon	\$235.00				
Off Schedule Bulk/Brush	\$30.00					
<b>Cart Service per pull</b>	Ad hoc, such as special events, etc.					
<b>City Crew Landfill Drop off</b>	per ton	\$20.00				preset for RFP process only
			annual escalation %	10 year %	Recycling %	
<b>Front End Load per collection</b>	3 Cu Yd.					
	4 Cu Yd.					
	6 Cu Yd.					
	8 Cu Yd.					
<b>Roll-Off per pull</b>	20 Cu. Yd.					
	30 Cu. Yd.					
	35 Cu. Yd.					
	40 Cu. Yd.					
<b>Other Proposer Services, savings, etc.</b>						

### **Proposal Form 5 - Base Service Rate Impacts with a Ten Year Term**

Provide revisions incremental impacts to all base service pricing if term is extended to ten years instead of five years. This item must not be included in the base rate fees.

### **Proposal Form 6 - Weekly Residential Recycling Pricing Impact**

Provide incremental impact to residential monthly base service pricing if recycling is collected weekly instead of every other week. This item must not be included in the base rate fees.

### **Proposal Form 7 - Recycling Rewards Plan and Pricing**

Describe the Contractor's proposed program with monthly costs. Provide a detailed overview of Contractor's proposed program. Explain whether the program will be an Individual Household Program or a Community Based Program. Include the Contractor/Subcontractor assets necessary to implement the program. This item must not be included in the base rate fees.

### **Proposal Form 8 - Household Hazardous Waste Program, HHW**

Describe the Contractor's proposed program with monthly costs for HHW collect at the customer premise. This item must not be included in the base rate fees.

### **Proposal Form 9 - Residential Curbside Green Waste Program**

Describe the Contractor's proposed program with monthly costs. This item must not be included in the base rate fees.

### **Proposal Form 10 - Apartment Complex Recycling**

Describe any incremental impact to base rate with inclusion of recycling. Some apartments will be physically challenged to accommodate any additional ground space for more containers. Provide options and pricing in addition to the pricing factors provided in the Form 4 worksheet.

### **Proposal Form 11 - City of Carrollton Customer Call Service**

Describe cost impacts if City of Carrollton handles the first line customer call activities. Provide detail propose processes and procedures. This item must not be included in the base rate fees.

### **Proposal Form 12 - Advanced Scheduling of Residential Bulk and Brush Collection**

Describe incremental costs impacts if residential Bulk and Bulk is scheduled in advance. Provide detail processes and procedures. For the purpose of this item, do not assume a curb side green waste program is implemented. This item must not be included in the base rate fees.

### **Proposal Form 13 – Draft Solid Waste Agreement**

Provide a document within the tabbed section of the proposal regarding the draft Solid Waste Agreement, Section F.

- Indicate your agreement with the draft document with qualifications that are merited.
- Indicate that the proposal including base pricing is based on Exhibit A of the draft Solid Waste Agreement. Objective cost comparisons between multiple proposals is a priority. In lieu of providing qualified cost, include any suggested variations within Form 14, Other Suggested Options.

### **Proposal Form 14 - Other Suggested Options**

Please list other suggested options for improved efficiency, effectiveness, or added customer value services. Include detail and costs impacts. This is not a mandatory item.

## **D. EVALUATION AND AWARD CRITERIA**

### **City Council Award**

All proposals will be evaluated by a Proposal Evaluation Committee with assistance from the City Staff, representatives from the community appointed by the City Council, and representative members of City Council. This committee will recommend the winning proposer to the City Council for award. Each proposer will be informed in writing (via e-mail) of the committee's recommendation for award by 2 p.m. on the Friday immediately preceding the Tuesday City Council meeting in which the award will take place.

### **Criteria for Evaluating Proposals**

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews may be conducted with the top rated proposers. On an as needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services. The evaluation will be documented and incorporated into the following evaluation criteria.

- |                                                                               |            |
|-------------------------------------------------------------------------------|------------|
| <b>1. Ability and willingness to comply with draft agreement</b>              | <b>20%</b> |
| <b>2. Quality and compliance with instructions of the proposal provided</b>   | <b>20%</b> |
| <b>3. Base service cost for five year term</b>                                | <b>20%</b> |
| <b>4. Quality, completeness and creativity with separately priced topics.</b> | <b>20%</b> |
| <b>5. Experience, references and financial stability</b>                      | <b>20%</b> |

## **E. APPENDICES**

City Facilities  
Single Family Residential Service  
Small Business Service  
Multi-Family Residential Service  
Household Hazardous Waste Collections  
Draft Agreement

## APPENDIX A. City Facilities

Facility Name	Address	Trash			Recycling			Bulk Brush Pickup
		#/Week	Qty	Size	#/Week	Qty	Size	
Animal Services	2247 Sandy Lake Rd: Carrollton TX 75006-3406	3x	1	6 yd FEL	1x	1	90/96 gal cart	No
Central Service Center	2711 Nimitz Ln: Carrollton TX 75007-4443	3x	1	4 yd FEL	1x	1	4 yd FEL	No
Central Service Center	2711 Nimitz Ln: Carrollton TX 75007-4443	as needed	1	40 yd RO				
City Hall	1945 Jackson Rd E: Carrollton TX 75006-1737	2x	1	8 yd FEL	1x	1	8 yd FEL	No
Crosby Rec Center	1610 Crosby Rd: Carrollton TX 75006-7347	2x	1	4 yd FEL	1x	1	90/96 gal cart	No
Don Cline Pump Station	2150 Old Denton Rd: Carrollton TX 75006-3159	1x	1	3 yd FEL	1x	2	90/96 gal cart	No
Fire Station #1	1623 Beltline Rd: Carrollton TX 75006-6308	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #2	1720 Jackson Rd: Carrollton TX 75006-2915	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #3	2255 Marsh Ln: Carrollton TX 75006-2612	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #4	2155 Rosemeade Pkwy: Carrollton TX 75007-2308	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #5	1805 Hutton Dr: Carrollton TX 75006-6620	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #6	1115 Rosemeade Pkwy W: Carrollton TX 75007-6278	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #7	4750 Josey N: Carrollton TX 75010-4615	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Station #8	4041 Huffines Blvd: Carrollton TX 75010-6540	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
Fire Training Center	2301 Josey Ln N: Carrollton TX 75006-1614	1x	1	4 yd FEL	1x	1	90/96 gal cart	Yes
H&J Library	4220 Josey Ln N: Carrollton TX 75010-4600	1x	1	8 yd FEL	1x	6	90/96 gal cart	No
Indian Creek Golf Course	1650 Frankford Rd W: Carrollton TX 75007-4604	3x	1	8 yd FEL				No
Indian Creek Golf Course	1650 Frankford Rd W: Carrollton TX 75007-4604	as needed	1	20 yd RO				
Josey Ranch Park	1440 Keller Springs: Carrollton TX (1 parking lot)	1x*	30	95 gal	1x	1	90/96 gal cart	
JRL Library	1700 Keller Springs Rd: Carrollton TX 75006-2900	1x	1	6 yd FEL	1x	3	90/96 gal cart	No
Maintenance Shop	2155 Sandy lake Rd: Carrollton TX 75006-3408	1x	1	4 yd FEL	1x	1	8 yd FEL	No
Oak Creek Tennis Center	2531 Oak Creek Dr: Carrollton TX 75007-1902	1x	1	3 yd FEL	1x	1	90/96 gal cart	No
Sandy Lake Service Center	2155 Sandy lake Rd: Carrollton TX 75006-3408	2x**	2	40 yd ROs	1x	3	90/96 gal cart	No
Justice Center	2025 Jackson Rd E: Carrollton TX 75006-1739	3x	1	8 yd FEL	1x	2	90/96 gal cart	No
Rosemeade Pool	1334 Rosemeade Pkwy: Carrollton TX 75007-2819	2x***	1	8 yd FEL	1x	1	8 yd FEL	No
Rosemeade Rainforest	1339 Rosemeade Pkwy: Carrollton TX 75006	1x	4	96 GAL	1x	1	8 yd FEL	
Rosemeade Rec Center	1330 Rosemeade Pkwy: Carrollton TX 75006	1x	1	6 yd FEL	1x	2	90/96 gal cart	No
Senior Center	1720 Keller Springs Rd: Carrollton TX 75007	1x	1	4 yd FEL	1x	1	90/96 gal cart	No
South Service Center	1420 Hutton Dr: Carrollton TX 75006-6604	1x	1	8 yd FEL	1x	1	90/96 gal cart	No
South Service Center Radio	1420 Hutton Dr: Carrollton TX 75006-6604	1x	1	3 yd FEL				No

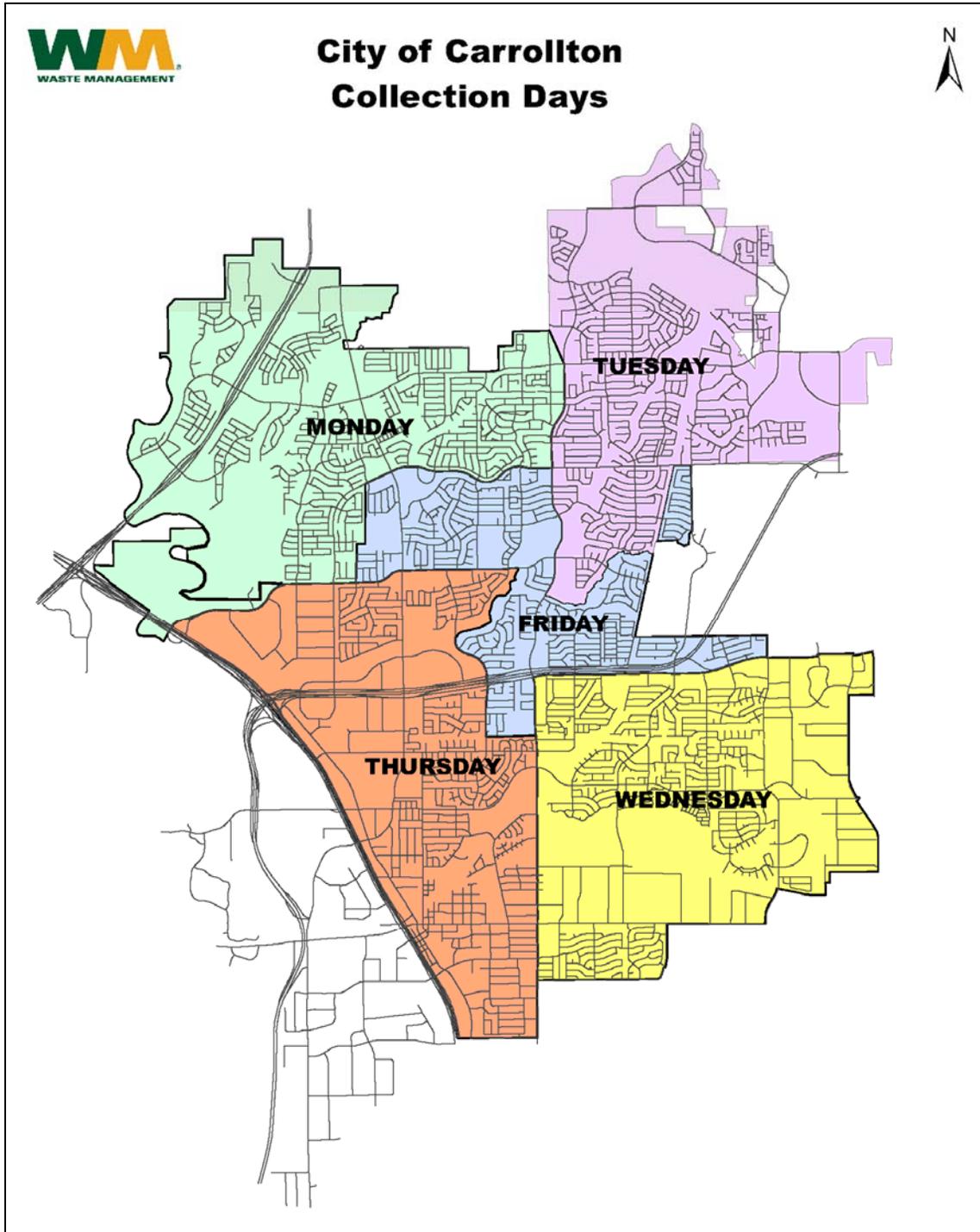
### NOTES:

\* The City has instituted a pilot program for one of their sports complexes. Carts are placed in designated locations (parking lots) and picked-up on a weekly basis in conjunction with the residential pick-up routes. It is the City's desire to expand this to three other complexes (estimated 224 total carts) as well as 20 park locations.

\*\*Pickup frequency may increase depending on seasonality.

\*\*\*Pickup is only for summer season (5 months of the year).

**APPENDIX B. Single Family Residential Service**  
***Solid Waste Daily Residential and Small Business Collection Area Map***



**2014 Collection Statistics**

		Quarters				2014	Notes
		First	Second	Third	Fourth	Total	
Garbage	Residential	9,003.80	8,669.40	10,868.00	8,863.80	37,405.00	Actual tons
	Apartment	4,034.45	3,912.19	4,034.45	4,034.45	16,015.54	Calculated tons
	Small Business	3.27	3.17	3.27	3.27	12.98	Calculated tons
	City Facility	117.52	113.96	117.52	117.52	466.52	Calculated tons
Recycling	Residential	1,916.00	1,767.50	2,038.80	1,928.50	7,650.80	Actual tons, 70% set outs
	Apartment	5.73	5.02	6.00	5.50	22.25	Calculated tons
	Small Business	0.48	0.47	0.48	0.48	1.91	Calculated tons
	City Facility	4.55	4.41	4.55	4.55	18.06	Calculated tons
Residential Bulk and Brush		1,964.10	1,673.10	2,150.40	1,580.00	7,367.60	Actual tons, 5.5% set outs
Residential Household Hazardous Waste		13.52	16.05	21.46	18.25	69.28	Actual tons
Customer Complaints		333	438	499	211	1,481	Complaints
Recycle Rewards Registrants		6,283	6,490	6,654	6,738	-	Registrants
Garbage Carts	In service	39,115	39,145	39,102	39,185	-	Carts
	In stock	170	110	101	295	-	Carts
Recycle Carts	In service	28,190	28,150	28,016	28,139	-	Carts
	In stock	361	214	263	640	-	Carts
Landfill Fill Drop Offs	Residential	-	-	-	-	24,750	Tons
	City Crew	-	-	-	-	0	Tons
Illegal Dumps Collected		-	-	-	-	0	Counts
Off Schedule Bulk	Residential	-	-	-	-	15	Counts
Declared Disasters		-	-	-	-	0	Counts

### **Single Family Residential Special Needs Locations**

<b>Address</b>	<b>Date Added</b>
<b>Monday</b>	
4210 Oak Mount Dr	03/17/2014
3801 Westminister Dr	05/23/2014
<b>Tuesday</b>	
4600 Cherokee Path	01/23/2014
2140 Arbor Creek Drive	06/28/2006
3140 Abbey	01/23/2014
2407 Christie Ln	10/09/2013
1907 Kensington	03/08/1999
4105 Furneaux	01/06/1994
4017 Ridgecrest Trail	11/05/2001
2018 Carillion Lane	12/11/2013
2011 Avignon	06/27/2014
<b>Wednesday</b>	
1913 Hilltop	08/02/2013
2001 Northmoor Way	03/28/2014
2157 Villa Place	04/09/2014
2262 Reagan Blvd	05/18/1990
2311 Bristol Dr	09/02/1993
2401 Briarwood Ln	01/23/2014
2410 Lakeland	01/23/2014
2417 Towerwood	01/23/2014
2502 Creekdale Ct	05/15/1986
2540 Lake Bend Terrace	04/27/1999
2544 Lake Bend Terrace	01/23/2014
2546 Lake Bend Terrace	02/10/2014
2622 Lakehill Ln	12/18/1992
2705 Stone Creek Pl	05/25/2005
2758 Keller Springs Pl	12/07/2001
2801 Country Villas Circle	01/23/2014
<b>Thursday</b>	
1655 Kingspoint	08/30/1990
1317 Walnut St	01/23/2014
1637 Camero	07/27/2007
1814 Foxcroft Dr	01/23/2014
1007 Clinton St	10/25/2013
1423 Lincoln	11/21/2012
1838 Burning Tree Lane	06/12/2014
<b>Friday</b>	
3132 Birch	01/23/2014
2903 Myerwood	06/15/1992
1728 Big Canyon	01/28/1994
2319 Placid Dr	10/09/2013
2304 Statler Dr	02/10/2014
2711 Renwick Dr	04/30/2014

## APPENDIX C. Small Business Service

### *Locations & Service Levels Business Accounts using 95 Gallon Carts*

Customer ID	Location ID	Street Address
676563	36	1309 S BROADWAY ST
977823	1106	1818 E BELT LINE RD
89323	1107	1820 E BELT LINE RD
712043	3236	1813 COTTONWOOD RD
528943	4137	1303 N MARYLAND ST
782943	5545	1314 E BELT LINE RD
379723	5698	1918 WALNUT PLAZA
913873	5699	1916 WALNUT PLAZA
620253	5700	1914 WALNUT PLAZA
562813	5706	1932 WALNUT PLAZA
403843	8109	1200 N MAIN ST
64443	8119	1107 N JACKSON ST
369083	8122	1101 E BELT LINE RD
64543	8164	1212 N JACKSON ST
690943	8186	1612 E BELT LINE RD
1031323	8187	1614 E BELT LINE RD
448093	8190	1620 E BELT LINE RD
638353	8200	1700 E BELT LINE RD
599983	8201	1702 E BELT LINE RD
729223	8275	1204 LARNER RD
377523	12114	1810 N PERRY RD
737483	12181	1903 ** N JOSEY LN
540203	12269	1805 ** KIRBY RD
453203	12285	1711 KIRBY RD
373643	12418	1405 W MAIN ST
624983	12420	1409 W MAIN ST
579723	12424	1417 ** W MAIN ST
394523	27641	2400 E HEBRON PKWY
156843	29690	2216 JAMESTOWN LN
111293	30269	3121 SAN SEBASTIAN DR
828943	31724	2314 ** E HEBRON PKWY
65513	32223	1109 CLINT ST
783073	32241	1603 E BELT LINE RD
471173	33408	2413 E HEBRON PKWY
445773	33935	1011 CLINT ST
626463	35378	1426 ELM ST
619183	36255	3805 GILLESPIE DR
554853	37961	1417 W MAIN ST
593343	38403	3501 HIGH VISTA DR
624813	38961	2008 E HEBRON PKWY
1021853	47156	4657 MAVERICK WAY

**APPENDIX D. Multi-Family Residential Service**  
**2014 Front Load Service Levels Multi-Family Dwellings**

Account Name	Street #	Street Name	Units	Cont. Size	Cont. Quan.	Serv. Level	Comments
ARBORS OF CARROLLTON APTS	2240	TRINITY MILLS E	131	8yd FEL	4	3xwk	Normal Enclosure Pickup
AUTUMN CHASE APTS	4600	JOSEY LN N	204	8yd FEL	6	3xwk	Normal Enclosure Pickup
CARROLLTON OAKS	2500	GUERRERO DR	320	8yd FEL	10	3xwk	Gate Code 0430
BALLANTRAE SPRING APT	2116	MARSH LN	264	8yd FEL	6	3xwk	Normal Enclosure Pickup
BRAIRCREST APTS	1330	MACARTHUR BLVD	238	8yd FEL	7	3xwk	Must Svc in the A.M.
CARROLLTON ARMS APTS	1600	BELTLINE RD E	42	8yd FEL	1	4xwk	Overhead Wires
CHATEAU APARTMENT	1505	BELTLINE RD E	20	6yd FEL	1	3xwk	Must travel through Alley
CORINTHIANS	3500	OLD DENTON RD	126	8yd FEL	1	4xwk	Must Close Gates w/dump times
COUNTRY CLUB APT	1705	METROCREST DR	180	8yd FEL	9	3xwk	Svc after 7am, log dump times
COUNTRY SQUARES APTS	3015	COUNTRY SQUARE DR	48	6yd FEL	1	3xwk	Must Close Gates w/dump times
COUNTRY SQUARES APTS	3015	COUNTRY SQUARE DR	386	8yd FEL	11	3xwk	Normal Enclosure Pickup
COUNTRY TRAIL APTS	3430	COUNTRY SQUARE DR	152	8yd FEL	6	3xwk	Must Close Gates w/dump times
DAWN TREE APTS	1834	PETERS COLONY	355	8yd FEL	12	3xwk	3A, OLD DENTON/FRANKFORD
DEL MAR APT	1610	BELTLINE RD E	30	8yd FEL	1	3xwk	Overhead Wires
EDENTREE APT	1721	FRANKFORD RD E	360	8yd FEL	12	3xwk	Must Svc in the A.M.
ESTRADA APT	1919	WALNUT PLAZA	244	8yd FEL	8	4xwk	Must Close Gates w/dump times
FANNIDELLA	1410	FANNIDELLA DR	32	8yd FEL	2	3xwk	BILL#214-732-3890
FIELDCREST APT	4747	JOSEY LN N	360	8yd FEL	4	3xwk	Normal Enclosure Pickup
FOX CREEK NORTH APTS	1910	JOSEY LN S	172	8yd FEL	7	3xwk	Must Close Gates w/dump times
FRANKFORD PLACE APT	1811	FRANKFORD RD	274	8yd FEL	7	4xwk	Must Close Gates w/dump times
GALLERIA TOWNHOMES U-289	1737	FRANKFORD RD	174	8yd FEL	7	3xwk	Normal Enclosure Pickup
GREENTREE APT II	1115	MACARTHUR BLVD	128	8yd FEL	4	3xwk	Normal Enclosure Pickup
GREENTREE APTS	1120	MACARTHUR BLVD	237	8yd FEL	7	3xwk	Must Close Gates w/dump times
HEBRON OAKS CONDOS U-40	1930	HEBRON PKWY	40	8yd FEL	2	3xwk	Must Close Gates w/dump times
HEBRON TRAILS APT	1109	HEBRON PKWY E	152	8yd FEL	6	3xwk	Normal Enclosure Pickup
HILLSIDE APTS	1020	RALEIGH	215	8yd FEL	7	3xwk	Normal Enclosure Pickup
HUTTON CREEK APTS	3525	COUNTRY SQUARE DR	258	8yd FEL	8	3xwk	Normal Enclosure Pickup
INDIAN CREEK APTS	3910	OLD DENTON RD	328	8yd FEL	9	3xwk	Must Close Gates w/dump times

IRISHMAN CREEK CONDOS U-99	2210	MARSH LN	51	8yd FEL	2	3xwk	Normal Enclosure Pickup
IRISHMAN CREEK PHASE II	2205	TARPLEY	100	8yd FEL	2	3xwk	Normal Enclosure Pickup
JOSEY PLACE APT	1845	JOSEY LN N	220	8yd FEL	10	3xwk	Must Close Gates w/dump times
KELLER OAKS APT	2121	MARSH LN	144	8yd FEL	4	3xwk	Must close gates
KELLER OAKS APT	2121	MARSH LN	76	8yd FEL	1	4xwk	Must close gates
LAKEHILL TOWNHOMES	2610	LAKEHILL LN	72	8yd FEL	2	3xwk	Must close gates
LAKESHORE CONDOS	3550	COUNTRY SQUARE DR	60	8yd FEL	1	3xwk	Must Close Gates w/dump times
LAKEVIEW AT JOSEY RANCH	2105	JOSEY RANCH LN N	1	8yd FEL	1	5xwk	
2250 MARSH APTS	2250	MARSH LN	150	8yd FEL	4	3xwk	Must close gates
LOMBARD TOWNHOMES U-22	1733	FRANKFORD RD	30	8yd FEL	1	3xwk	Must Svc in the A.M.
LYNN VILLA APT	1310	SCHOOL RD	36	8yd FEL	2	3xwk	Normal Enclosure Pickup
MARSH HIGHLAND APTS	2535	MARSH LN	102	8yd FEL	3	3xwk	Must Close Gates w/dump times
MEADOWS APT	1406	FANNIDELLA DR	75	8yd FEL	2	3xwk	Must close gates
METROCREST PLACE APT	1515	METROCREST DR	142	8yd FEL	6	3xwk	Normal Enclosure Pickup
NEW ORLEANS APT	1809	COX ST	67	8yd FEL	2	3xwk	Normal Enclosure Pickup
NORTHCREST APARTMENTS	1937	JOSEY LN N	104	6yd FEL	7	3xwk	Must Close Gates w/dump times
NORTHCREST APARTMENTS	1937	JOSEY LN N	104	8yd FEL	3	3xwk	Must Close Gates w/dump times
OAK TREE CONDOS U-166	2730	OAK TREE	166	8yd FEL	5	3xwk	Must close gates
OAKHAVEN APTS	3330	COUNTRY SQUARE DR	208	8yd FEL	7	3xwk	Must close gates
OLD TOWN PLACE APT	1506	SCHOOL RD	88	8yd FEL	4	3xwk	Must Close Gates w/dump times
PETERS COLONY APT	1810	PETERS COLONY	160	8yd FEL	5	3xwk	Must close gates
QUORUMVIEW CONDOS	2835	KELLER SPRINGS RD	90	8yd FEL	3	3xwk	Must close gates
RESIDENCES AT THE COLLECTION	4025	HUFFINES BLVD	308	8yd FEL	6	3xwk	
RICHARD BERNAL APARTMENTS	1012	JACKSON ST	8	4yd FEL	1	3xwk	Must Close Gates w/dump times
RIDGELINE TOWNHOMES U-210	2240	TARPLEY	192	8yd FEL	6	3xwk	Must close gates
ROSEMEADE TOWNHOMES	3830	OLD DENTON RD	140	8yd FEL	4	3xwk	Normal Enclosure Pickup
ROSEMEADE TOWNHOMES PHASE II	1110	BRANCH HOLLOW DR	60	6yd FEL	1	3xwk	Must close gates
ROSEMEADE TOWNHOMES PHASE II	1110	BRANCH HOLLOW DR	60	8yd FEL	4	3xwk	
SADDLE CREEK APT	3420	COUNTRY SQUARE DR	238	8yd FEL	9	3xwk	No Svc before 7am! Log dump times
SEVILLA CONDOS	1455	PERRY ROAD	104	8yd FEL	4	3xwk	Must close gates
SPICEWOOD CROSSING APARTMENTS	2925	KELLER SPRINGS RD	129	8yd FEL	1	6xwk	Kellar Springs&Marsh Ln CODE: 266
SUMMIT PARK I APTS	1120	PARK AVE	168	8yd FEL	12	3xwk	Must Close Gates w/dump times

SUMMIT PARK I APTS	1120	PARK AVE	105	6yd FEL	2	3xwk	Must close gates
TALLOWS APT	1602	FRANKFORD RD	504	8yd FEL	9	3xwk	Normal Enclosure Pickup
TRINITY CROSSING	2522	TRINITY MILLS	216	8yd FEL	7	3xwk	Must Close Gates w/dump times
TRINITY MEADOWS CONDOS	2200	TRINITY MILLS E	112	8yd FEL	4	3xwk	Must Svc in the A.M.
TRINITY MILLS APT	2750	TRINITY MILLS	184	6yd FEL	5	3xwk	
TRINITY MILLS APT	2750	TRINITY MILLS	24	8yd FEL	1	3xwk	
TRINITY MILLS CONDOS	1100	TRINITY MILLS RD	149	8yd FEL	2	1xwk	
UNION AT CARROLLTON SQ	1111	MAIN ST S: NORTHSIDE	179	2yd FEL	1	Compactor	
UNION AT CARROLLTON SQ	1111	MAIN ST S: GARAGE	30	2yd FEL	1	Compactor	
UNION AT CARROLLTON SQ	1111	VANDERGRIF DR E	1	8yd FEL	1	2xwk	
VILLAS OF JOSEY RANCH	2050	KELLER SPRINGS RD U-198	183	8yd FEL	5	3xwk	Must close gates
VILLAS OF JOSEY RANCH	2050	KELLER SPRINGS RD U-198	15	4yd FEL	1	3xwk	Must Close Gates w/dump times
VILLAS ON RAIFORD	1100	RAIFORD RD	179	8yd FEL	5	1xwk	
WALNUT CREEK APT	1300	WALNUT	46	8yd FEL	2	3xwk	Normal Enclosure Pickup
WATERFORD AT THE PARK	3640	OLD DENTON U-192	192	8yd FEL	5	3xwk	Normal Enclosure Pickup
WESTBRIDGE	2300	MARSH LN	284	8yd FEL	1	3xwk	Must Svc in the A.M.
WILLOW LANE CONDOS	1601	MARSH LN	54	8yd FEL	2	3xwk	Must close gates
WILSON APTS	1006	MARYLAND	10	8yd FEL	1	3xwk	Overhead Wires
WIND DANCE APTS	1220	INDIAN RUN DR	298	8yd FEL	7	3xwk	Must close gates
VILLA SIENNA APTS	3022	JOSEY LN N	214	8yd FEL	5	3xwk	Must Close Gates w/dump times
VILLA SIENNA APTS	3022	JOSEY LN N	42	8yd FEL	1	4xwk	Must Close Gates w/dump times
WOODS AT LAKESHORE	3560	COUNTRY SQUARES DR	128	8yd FEL	4	3xwk	Must close gates

**2014 Roll-Off/ Compactor Service Levels Multi-Family Dwellings**

Account Name	Street #	Street Name	Units	Cont.	Svc. Level	Quan.	Cust. Owned?	Comments
AUTUMN CHASE APTS (PACKER #2)	4600	JOSEY LN N	224	35C	1xwk	1	No	Enclosure Housed
AUTUMN CHASE APTS (PACKER #1)	4600	JOSEY LN N	240	35C	1xwk	1	No	Enclosure Housed
BELLAVIDA AT COYOTE RANCH	4229	HUNT DR	200	35C	1xwk	1	No	Normal Haul Open Top
BELLAVIDA AT COYOTE RANCH	4253	HUNT DR	328	35C	1xwk	1	No	Watch out for overhead roof
CAMBRIA AT COYOTE RIDGE (COC)	4230	FAIRWAY DR	280	35C	1xwk	1	Yes	Customer Owned, Enclosed
MANSIONS AT SUNSET RIDGE (P)	1440	CARROLLTON PKWY	207	35C	1xwk	1	Yes	Watch out for overhead roof
MARBELLA VILLAS	1152	INDIAN RUN DR	212	34C	1xwk	1	No	6 Yard on Casters, front of Packer
COLONIAL GRAND AT HEBRON	1701	HEBRON PKWY E	313	35C	1xwk	1	No	Enclosure, Special Chute
MERIDIAN APTS**AFTER 12NOON**	3620	HUFFINES BLVD	520	35C	3xwk	1	No	3rd Party Broker used by Cust.
SPICEWOOD CROSSING APTS (COC)	2925	KELLER SPRINGS RD	129	35C	1xwk	1	Yes	Customer Owned, Enclosed
SPRINGS OF INDIAN CREEK (EAST)	2057	W HEBRON PKWY	285	42C	1xwk	1	Yes	Customer Owned, Enclosed
SPRINGS OF INDIAN CREEK (WEST)	2057	W HEBRON PKWY	234	42C	1xwk	1	Yes	Customer Owned, Enclosed
WESTBRIDGE (COC)	2300	MARSH LN	284	35C	1xwk	1	Yes	Customer Owned, Enclosed

**APPENDIX E. Household Hazardous Waste Collections**  
**2014 Household Hazardous Waste Stats**

	<b>Total Pounds Collected</b>	<b>Total Pounds Recycled</b>	<b>% Recycled</b>	<b>Total Stops</b>
October	11,746.04	10,025.41	85.35%	119
November	8,323.35	7,492.85	90.02%	83
December	6,979.17	5,729.42	82.09%	74
January	10,534.70	9,703.70	92.11%	103
February	9,741.81	9,054.69	92.95%	93
March	11,817.38	10,551.51	89.29%	112
April	17,468.76	15,738.76	90.10%	156
May	11,934.31	10,593.18	88.76%	111
June	13,525.70	11,841.82	87.55%	118
July	17,474.04	15,682.79	89.75%	170
August	9,692.02	8,384.52	86.51%	107
Sept	9,327.31	8,474.43	90.86%	97
Total	138,564.59	123,273.08	-	1,343
Average	11,547.05	10,272.76	88.78%	112

## **F. DRAFT AGREEMENT**

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grant the Contractor any right to use the public way for the purpose of placing, locating or maintaining containers for the collection of solid waste or industrial waste.

**D. Use of the public way by other persons.**

Nothing in this Agreement shall ever be held or construed to confer upon the Contractor exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Contractor acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling and transporting solid waste or industrial waste from commercial properties located within the City.

**E. No liability.**

The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

**II. Agreement Documents Reference**

- A. It is understood and agreed that the Request for Proposal, the Proposal, and related appendices are Agreement Documents.
- B. It is the intent of the Agreement Documents that they are read as a whole and that all portions of the Agreement are interpreted so as to give meaning to their terms. All the documents listed herein are incorporated by reference as if written word for word herein. In the event of any conflict in the Agreement Documents, handwritten provisions shall prevail over typewritten and typewritten provisions shall prevail over preprinted matter. Additionally, the following order of precedence shall govern among the various Agreement Documents, with the first listed having precedence over any documents listed thereafter:
1. This Agreement, including Statement of Work, Exhibit A with Appendices.
  2. Request for Proposal 2014 RFP 15-014.
  3. Specifications in Request for Proposal and Addendum, if any.
  4. Contractor Proposal for Solid Waste Services and Final Offer.
  5. All other Agreement Documents.

**III. Required Insurance and Indemnities**

- A. **Indemnification. THE CONTRACTOR HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY**

**REFERRED TO IN THIS SECTION AS “THE CITY”) FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:**

1. THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE CONTRACTOR (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY CONTRACTOR TO PERFORM UNDER THIS AGREEMENT) RELATING TO THIS AGREEMENT; OR
2. ANY ACTION OR FAILURE TO ACT BY THE CONTRACTOR (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE CONTRACTOR TO PERFORM UNDER THIS AGREEMENT IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT; OR
3. ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY’S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CITY’S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE CONTRACTOR TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS AGREEMENT.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE CONTRACTOR, WHETHER THE CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT, AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE CONTRACTOR HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

CONTRACTOR’S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS AGREEMENT AND SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

4. The following procedures shall apply to indemnification under this Agreement:

(a) Notice of Claims. If the City or the Contractor receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (1) A description of the indemnification event in reasonable detail;
- (2) The basis on which indemnification may be due; and
- (3) The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(b) Defense of Claims. The Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Contractor must advise the City as to whether or not it will defend the claim. If the Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

5. Continued Participation. If the Contractor elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Contractor may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Contractor does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**B. Insurance.**

1. The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form

and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Agreement. The insurance policy shall require that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

2. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury	\$1,000,000/person
.....	\$1,000,000/occurrence
Property Damage	\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

3. Texas Workers Compensation

- i. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- ii. **The Contractor must provide a certificate of coverage to the City prior to commencement of service.**

- iii. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- iv. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under the Agreement will be covered by workers' compensation coverage for duration of the Agreement. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the section entitled defense of claims.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	.....\$1,000,000/person
	.....\$1,000,000/occurrence
Property Damage	.....\$1,000,000/occurrence
	.....\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to city as additional insured.

- 5. The Contractor shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this

Agreement. Failure to do so will be a default under this Agreement, allowing the City, at its option, to terminate this Agreement in accordance with the provisions of Section V.

#### **IV. Performance Bond**

A performance bond in the amount of \_\_\_\_\_ the first year and \_\_\_\_\_ for subsequent years of this Agreement will be maintained and renewed each year during the term of the Agreement. Proof of renewal of the bond must be submitted to the City prior to September 1 each year of the Agreement.

#### **V. Default and Termination**

A. The occurrence of any one or more of the following shall be an event of default under this Agreement:

1. The Agreement is assigned by Contractor without the written consent of the City;
2. Contractor is adjudged bankrupt, files for voluntary bankruptcy, or a general assignment of its assets is made for the benefit of its creditors;
3. A receiver is appointed for the Contractor;
4. City determines that the performance of the work under this Agreement is being unnecessarily delayed;
5. The Contractor is violating any of the conditions of this Agreement, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; or
6. The work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended.

Upon such occurrence, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Agreement. Unless within one calendar month after the serving of such notice, a satisfactory arrangement is made for continuance, this Agreement shall terminate. Contractor will be expected to continue service up until the official day of termination. Failure to do so will be considered abandonment of the Agreement and termination will be accelerated three business days following notice. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 3 business days following termination, the City may take over and prosecute the work to completion, by Agreement or otherwise. The Contractor and its surety shall be liable to the City for all excess cost sustained by the City by reason of such prosecution and completion. The City may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant

on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Contractor.

- B.** The City may, at its option, terminate the performance of the work in accordance with this section, in whole, or from time to time in part, at any time by written notice thereof the Contractor, whether or not the Contractor is in default. Upon any such termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with Section V D below, provided, however, that those provisions of the Agreement Documents which by their very nature survive final acceptance under the Agreement Documents shall remain in full force and effect after such termination. Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise discontinue work on the date and to the extent specified in the notice.
- C.** City hereby reserves the right to terminate this Agreement without regard to fault or breach upon written notice to the Contractor, effective immediately unless otherwise provided in said notice to Contractor, unless otherwise provided in said notice. In the event of such termination without fault, City shall pay as the sole amount due to Contractor in connection with the work (1) all sums due for work performed to date including allowing profit and overhead and (2) reasonable cost of termination. Reasonable costs of termination shall be defined as \$1,250,000 reduced by 4% based on a five year term for each completed quarter of a year after October 1, 2015. Such sums will be due and payable on the same terms as set forth in this Agreement for final payment to the extent applicable. Upon receipt of such payment, the parties hereto shall have no further obligations to each other except for Contractor's obligations to perform corrective work and to indemnify City, as provided for in this Agreement. It is understood and agreed that no profit, fee or other compensation shall be due or payable for unperformed work. Contractor agrees that each subcontract and purchase order issued by it will reserve for Contractor the same right of termination provided in this section and Contractor further agrees to require that comparable provisions be included in all lower tier subcontracts and purchase orders.
- D.** Upon determination by any court or body that termination of Contractor or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience and Contractor's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth above.
- E.** The rights and remedies of City and Contractor under this Agreement shall be non-exclusive, and shall be in addition to all the other remedies available to such parties at law or in equity, subject, however, in the case of Contractor, to the limitation contained above and other

pertinent provisions of this Agreement. In the event of litigation between the parties, neither party may collect attorney's fees or court costs.

- F. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Agreement in full force and effect and file suit against Contractor; (b) or pursue such other remedies as may be available to the City at law or in equity

#### **VI. Fuel Adjustments**

Contractor or the City will have the right to petition City Council for costs increases or decreases based on the procedure provided in Exhibit A, Appendix 8.

#### **VII. Regulatory Rate Adjustment**

Contractor may petition the City at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include: any new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City of Carrollton. The increase per month shall be calculated using the annual reported waste generation data per account in the City. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

#### **VIII. Tax Exempt Purchasing by Contractor**

Pursuant to Texas Tax Code 151.311, Contractor may purchase many items exempt from state and local sales taxes in the performance of this Agreement with the City. The Contractor is expected to take advantage of this tax exemption as allowed by state law. Contractor shall verify the tax exempt details with the State of Texas Comptroller's Office.

#### **IX. Records**

In addition to other records or filings required hereunder or by law, the Contractor shall:

- A. Maintain records of its solid waste or industrial waste collection, hauling and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the City, identified by customer name, time periods served, rates charged, service address, telephone number and account number.

- B. File copies, upon the City Manager's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling or transporting activity of the Contractor in the public way.
- C. Retain all records necessary for the City to review compliance with this Agreement until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 1 B of this Agreement. The Contractor shall, at the Contractor's expense, make the records available to the City Manager for inspection or copying within the City during regular business hours upon ten business day's written notice.
- D. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Contractor's compliance with the terms of this Agreement.
- E. The City Manager may require the keeping of additional records or accounts reasonably necessary to determine the Contractor's compliance with the terms of this Agreement.

**X. Confidential Information.**

- A. The City Manager shall have the right to inspect Contractor's records, accounts and financial and operating information, including, but not limited to, customer lists, Agreements and any other information clearly designated by the Contractor to be confidential or proprietary ("confidential information") for the purpose of review to determine the Contractor's compliance with this commercial solid waste franchise. The City Manager will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the City Manager requests a copy of confidential information, the Contractor may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the City Manager, provided, however, that the Contractor shall retain the unredacted original of the confidential information until notified by the City Manager of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the City Manager in the event of an audit dispute. If the Contractor fails or is unable to provide an unredacted copy of confidential information to the City Manager during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.
- B. The City Manager shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon

receipt of such request, the City shall notify the Contractor that a request to review or copy confidential information has been submitted to the City.

## **XI. Transfer of Authority**

### **A. Prohibition**

The rights, privileges and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in Section 7.04. No assignment in law or otherwise shall be effective until the assignee has filed with the City Manager an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement for the purposes of this Section.

### **B. Process**

Upon receipt of a request for consent to an assignment, the City Manager shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Agreement, other than under section XIII D of this Agreement, is effective as to this Agreement on the effective date of the Ordinance by which City Council grants its consent to the assignment.

### **C. Scope of Review**

In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Contractor shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Contractor's compliance with the terms hereof.

### **D. Assignments not Requiring Approval**

Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Contractor, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Contractor shall give to the City Manager written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

**E. Release**

Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under Section XII E, upon giving notice under Section XII A, the Contractor shall be relieved of all conditions, obligations, and liabilities arising under this Agreement from and after the effective date of the assignment. Provided however, Contractor shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Agreement prior to the effective date of the assignment.

**XII. Miscellaneous**

**A. Notice.**

1. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or City Manager shall be addressed as follows:

City of Carrollton, Texas  
Attention: City Manager  
P.O. Box 110535  
Carrollton, TX 75011-0535

With a copy to:  
City of Carrollton, Texas  
Attention: City Attorney  
P.O. Box 110535  
Carrollton, TX 75011 -0535

Notice to the Contractor shall be addressed as followed:

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**B. Force Majeure**

Other than the Contractor’s failure to pay amounts due and payable under this Agreement, the Contractor shall not be in default or be subject to sanction under any provision of this Agreement when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Contractor. Performance is not excused under this section following the end of the applicable event of Force Majeure.

**C. Controlling laws**

This Agreement and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, and the provisions of general applicability of the Code of Ordinances, City of Carrollton. All obligations of the parties hereunder are performable in Dallas County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Agreement, it shall be brought in the Texas State District Courts of Dallas County, Texas.

**D. Cumulative effect**

This Agreement shall be cumulative of all provisions of the Code of Ordinances, City of Carrollton, as amended, except in those instances where the provisions of this Agreement are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Agreement shall supersede the conflicting provisions of the Code as they apply to the City.

**E. Severability**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Agreement are severable, and, if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of

competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**F. Entire agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**G. Captions**

Captions contained in this Agreement are for reference purposes only, and therefore will be given no effect in construing this Agreement and are not restrictive of the subject matter of any section of this Agreement. Any reference to gender shall include the masculine, feminine and neutral.

**H. Acceptance and Approval; Consent**

An approval by the City Manager or any other instrumentality of the City, of any part of the Contractor's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required by this Agreement or by law. Where this Agreement contains a provision that either party approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

**I. Non-waiver**

Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be affected by a written instrument signed by the City Manager or Contractor, and approved by City Council.

**J. Written Amendment.**

This Agreement may be amended only by written instrument adopted by the City Council.

## **K. Publication**

The City Secretary is hereby directed to publish notice of this Agreement in compliance with the Charter of the City of Carrollton, Texas. The Contractor shall pay all costs of publication of notice of this Agreement.

## **L. Acceptance**

No Agreement shall be voted on by City Council unless the Contractor has previously accepted and agreed in writing to the Agreement.

## **M. Representations and Warranties**

In addition to the representations, warranties, and covenants of the Contractor to the City set forth elsewhere herein, the Contractor represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Agreement:

1. **Organization, standing and power.** The Contractor is a duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Contractor has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.
2. **Compliance with law.** The Contractor is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, Permits, and authorizations necessary for the provision of these services.
3. **Full disclosure.** Without limiting the specific language of any other representation and warranty herein, all information furnished by the Contractor to the City in connection with this Agreement by authorized officers of the Contractor, is, to the best of the Contractor's knowledge and belief, accurate and complete in all material respects on the date of passage of this Agreement, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Contractor, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Contractor which has not been set forth in this Agreement or the other documents, certificates, and

instruments delivered to the City by or on behalf of the Contractor specifically for use in connection with the transactions contemplated by this Agreement.

- 4. **Truthful statements.** The Contractor warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Agreement were true and correct when made and are true and correct upon execution of acceptance hereof.
- 5. **Survival of representations and warranties.** All representations and warranties contained in this Agreement shall survive the term of this Agreement.

**N. Effective Date**

This Agreement, having been published as required under the Charter of the City of Carrollton, shall become effective on October 1, 2015, following its final passage by the City Council.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year \_\_\_\_\_ and day \_\_\_\_\_. By authority of Council action dated \_\_\_\_\_.

The City of Carrollton \_\_\_\_\_  
CITY MANAGER

CONTRACTOR

By: \_\_\_\_\_  
Leonard Martin  
City Manager

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

ATTEST:  
Krystle Nelinson  
City Secretary

Approved as to Content:

Approved as to Form:

Lon Fairless  
Agreement Administrator

Meredith Ladd  
City Attorney

**Exhibit A: Statement of Work**

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## Exhibit A: Statement of Work

### A. General

#### 1. Purpose and Intent

The City intends to engage the Contractor to collect, dispose and process Garbage, Bulk and Brush Waste and Recyclables subject to the actual award of services, from all single family homes. The Contractor will collect containerized Garbage, Bulk and Brush Waste from all Apartment Complexes within the Collection Area and provide the collection of Recyclables to those Apartment Complexes that opt-in to the service. Additionally, the Contractor will collect Garbage, Bulk and Brush and/or Recyclables from City Facilities and Special Events as described in the specifications. Lastly, the Contractor will provide for the collection of Garbage and/or Recyclables from those small businesses listed in the specifications. All such Structures have mandatory inclusion, subject to any exclusion set forth in the specifications, and shall be charged as described for services provided in the Contract.

The Contractor must demonstrate that collected Recyclables are processed for resell for use in marketable products.

#### 2. Customer Service and Complaint Resolution

- i. The Contractor shall maintain an office or other facilities through which they can be contacted by customers and the City. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:30 a.m. to 5:30 p.m. Central on regular collection days. An informative recording answering frequently asked questions shall be available at all other hours. Contractor complaint and escalation are provided in Appendix 1. The City will maintain the current solid waste telephone number and if necessary have it automatically forwarded to the Contractor's place of business.
- ii. The Contractor will be primarily responsible for complaints and the City will forward all initial complaints to them for resolution. A log of all complaints received including date, address, complainant, nature of complaint and resolution shall be maintained by Contractor. The Contractor shall give each complaint received prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within one business day after the complaint is received. In the event that a complaint cannot be resolved and the City's Agreement administrator is notified by

the complainant, it will be the Contractor's responsibility to provide adequate documentation to prove that the complaint was handled in satisfactory manner.

- iii. The Contractor shall provide an adequate number of vehicles and qualified personnel for regular collection services. Contractor vehicles will be maintained in good working order and appearance. Visible signs of rust, peeling paint and collision damage should be repaired in a reasonable amount of time. The Contractor's name, telephone number and unit number of the truck shall be prominently displayed on the truck so as to be clearly visible. Vehicles will be sealed so as to prevent leaks and Contractor shall clean up equipment related spills and when due to operator carelessness or equipment failure, Contractor will also clean scattered Refuse as necessary to leave the immediate area clean of such Refuse.
- iv. Customer Grievances  
The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.
- v. Meetings  
In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:
  - a. The period from the date the Agreement is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
  - b. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties.

Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

- c. Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

## 2. Reporting & Notifications

### i. Required Reporting to the City

The Contractor shall provide the following reports or notifications to the City's Agreement administrator with a minimum of the information identified below. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City

All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

### ii. Type of Reports & Due Dates

- a. Daily Report - Due at the beginning of the next workday with updated information from the previous business day's activities.
- b. Monthly Reports - Following the 15th of each month during the term of the Contract.
- c. Quarterly Reports
  - 1) First Quarter Report - January 31st
  - 2) Second Quarter Report - April 30th
  - 3) Third Quarter Report – July 31st
  - 4) Fourth Quarter Report –October 31<sup>st</sup>
- d. Annual Reports - January 31

iii. Information to be Included in Reports:

		<b>ASAP</b>	<b>Daily</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annually</b>
1	Routes not completed		✓		✓	
2	Complaints		✓		✓	
3	Complaint escalations	✓	✓		✓	
4	Service requests		✓		✓	
5	Collections skipped		✓		✓	
5	Special assistance sites			✓	✓	
6	Code Enforcement referrals	✓			✓	
7	Call center phone wait times			✓	✓	
8	Recurring site complaints			✓	✓	
9	Courtesy pick ups				✓	
10	Ad hoc fee services			✓	✓	
11	Illegal dumps collected	✓			✓	
12	Performance Penalties tracking			✓	✓	
13	Recycling rewards activities			✓	✓	
14	Trash collections				✓	
15	Bulk/brush collections				✓	
16	Recycle collections				✓	
17	Cart inventories				✓	
18	Container service levels				✓	
19	Small business sites				✓	
20	HHW activities				✓	
21	Apartment Complex right sizing				✓	
22	Disaster Event activities	✓	✓		✓	
23	Weather delays	✓	✓	✓	✓	
24	Motor vehicle accidents	✓		✓	✓	
25	Motor vehicle violations	✓		✓	✓	
26	Property damage claims	✓		✓	✓	
27	Personal injury claims	✓		✓	✓	
28	Audited financial statements					✓
29	Newsworthy items	✓				
30	Emergency notifications	✓				
31	Key staff changes	✓				
32	Key procedural changes	✓				
33	Roll up of monthly reports				✓	✓
34	Roll up of quarterly reports					✓

iv. Newsworthy and Emergency Notifications

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or Contractor's employees could be involved in a motor vehicle accident; an environmental accident. The Contractor must contact the City's Agreement Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

v. Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, weather schedule delays, promotion of mulching and composting to reduce waste etc. Contractor will notified the City at least 60 days in advance of planned landfill location changes for City services.

vi. Required Reporting to Contractor

The City shall provide to the Contractor certain information necessary for the implementation of the Agreement and related to payments due to the Contractor. This information shall include the following:

a. Monthly

- Monthly residential and small business 95 gallon Cart billing amounts by rate code
- Resolution Center missed collection calls tracked

b. Audited Annual Report including Solid Waste Fund statements

3. City Sponsored Special Events

The Contractor will provide Garbage and/or Recycling Collection services for up to five City sponsored events/festivals per year as per the fee schedule in Appendix 1. The Contractor will be responsible for of delivery, pick up and Disposal. The City will provide a two week notification to the Contractor to schedule such events.

4. Removal of Illicit and Illegal Dumping on City Property

The City will occasionally have appliances or other bulky debris illegally dumped on City property such as greenbelts, parks, medians or rights of way. The Contractor shall pick up and dispose of such materials at no charge for up to 20 (20) times per year on the Agreement effective date. Collection after the first sixty will be charged as shown in Appendix 1. The City will be responsible for notifying Contractor and Contractor will have up to 2 business days to complete the task. In the event that Contractor removes an appliance that contains refrigerant, the City will reimburse Contractor for the process cost as provided in the fee schedule in Appendix 1.

5. Equipment

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than Carts or Detachable Containers provided by the City and/or Apartment Complexes, shall be wholly owned by the Contractor; provided, that leases, conditional sale Agreements, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property.

i. Vehicle Specifications

At the start of this Contract, all vehicles used in collection shall be in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Agreement shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating Permits and registrations including being leak proofed and covered.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste.

The vehicles shall be numbered uniquely, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Magnetic or other signage indicating whether the vehicle is collecting waste or recyclables will be allowed in lieu of differing colors provided the signs are easy to read from a reasonable distance.

Collection vehicles shall be sufficient to service all locations at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or containers and material specified for each location on its route.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Texas.

ii. Vehicle Maintenance and Inventory

The Contractor shall provide to the City with the proposal documents a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in Section 700. No later than 30 days prior to Agreement implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. The inventory shall become part of the Implementation Plan outlined in Section 800. Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Agreement at least equal to that described in the inventory.

iii. Supplying Garbage or Recycling Carts

All occupied Single Family Residential Units, currently have Carts that are commensurate with the customers' service level. The City will supply Contractor with all additional Carts and parts on hand at the beginning of the Agreement period. The Contractor will purchase additional Carts meeting the same specifications listed in Appendix 6. All Carts and parts purchased by the Contractor for use under the Agreement shall become the property of the City.

The Contractor must maintain the City's inventory throughout the Contract. Carts reentered into inventory at the storage area must be returned cleaned. The Contractor shall monitor the storage area to ensure that sufficient inventory is always available for delivery and report the inventory to the City. The storage area must have capacity sufficient to handle the inventory of Carts required for replacement and new service inventory during the duration of the Contract. The Contractor should anticipate storing at the Contractor's own facility, on an ongoing basis, an inventory of

sufficient quantity necessary to facilitate the monthly exchanges and deliveries required. These Carts should remain reasonably separate from the Contractor's own inventory of containers.

At the end of the Agreement period, the Contractor will be responsible for returning to the City all Carts not located at customer locations. The Contractor will provide a monthly report that indicates the remaining inventory of Carts, and the number of Carts delivered and removed that month. At no time should the inventory of Carts on hand be less than 100 Carts each for Recycling and Garbage. The Contractor shall also provide an end of Agreement inventory of Carts and an end of term reconciliation of containers provided at the beginning of the Agreement with the current Cart inventory. The 2014 RFP 15-014 contains an inventory of Carts.

Upon notice from the City, the Contractor shall deliver Carts to new customers who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used Carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. Cart shall meet the minimum specifications included in Appendix 6.

iv. Cart Repair or Replacement

The Contractor will be responsible for maintaining all 95 gallon containers in good working order including the purchase and installation of necessary replacement parts and coordinating all warranty work with the manufacturer.

The Contractor shall be responsible for the repair and/or replacement of City owned Carts for whatever reason including the purchase of additional Cart inventory as needed.

Damage to Carts on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others.

v. Supplying Detachable Containers for Garbage, and Recyclables Collection

Prior to the beginning of the Contract, the Contractor shall provide Detachable Containers for Garbage and/or Recyclables Collection to all those City Facilities receiving Detachable Container collection service under this Contract. However, in some instances, the City may elect to own or secure Detachable Containers from sources other than the Contractor, and shall not be subject to discrimination by the Contractor in collection services at that location. Detachable Containers owned or secured by the City will be standard Containers capable of being serviced by front, or rear load, collection vehicles and/or roll-off vehicles compatible with compactor units.

The Contractor will supply Detachable Containers necessary to provide Apartment Complexes collection services under this Contract. The Contractor shall be responsible for Container Storage and delivery of Containers to these locations. Collection Containers will include front load Detachable Containers and/or roll-off vehicles compatible with compactor units. However, in some instances, the owners of Apartment Complexes may elect to own or secure Detachable Containers from sources other than the Contractor, and shall not be subject to discrimination by the Contractor in collection services at that location. Detachable Containers owned or secured by the owners of Apartment Complexes will be standard Containers capable of being serviced by front, or rear load, collection vehicles and/or roll-off vehicles compatible with compactor units.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by the Contractor. The City whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

The Contractor is not required to collect from Detachable Containers if access across the customer's private property is blocked.

vi. Detachable Container Collection for Construction Debris, Remodeling

The Scope of Work and the Agreement do not provide exclusive rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

vii. Detachable Container Standards

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.

On an individual basis, the City may require the Contractor to place on a Detachable Container, the service address, wheels and/or locks.

The Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the City within three (3) business days of notification.

viii. Detachable Container Installation and Maintenance

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a City facility or Apartment Complexes that had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a front-end load, rear load Detachable Container. The City may also require the Contractor to equip a Detachable Container with plastic lids.

ix. Detachable Containers Repair or Replacement

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractors or City owned Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

6. Exclusions

Waste Services for Carrollton Commercial Businesses and is an open market are not included in this agreement. Institutional settings such as assisted living and skilled nursing facilities (where stand-alone dwellings units are not used), are considered commercial establishments and are therefore not part of the contract. Small businesses may elect to use the City provided 95 gallon Cart garbage collection service as per the rates provided in the Fee Schedule in Appendix 1.

Residential and Apartment Complex Remodel - The Scope of Work of this Agreement does not provide exclusive rights to the Contractor for the collection of Construction Debris, and waste materials such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities typically requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

7. Disaster Planning

Disasters typically result in volumes of Brush and Bulk Waste in excess of those realized in weekly collections. When the City determines, for the purposes of this Contract, that an event or occurrence is a Disaster the Contractor will be responsible for collecting Disaster Debris placed for collection from Single Family Residential and City Facilities within the Collection Area in accordance with Appendix 2. The City requires a prompt and comprehensive response immediately after such events occur. The Contractor agrees to comply with the Disaster Procedures in Appendix 2 that describes the response time, resources, methodology and mechanisms necessary to meet the City's Disaster Debris requirements.

Disasters resulting in significant volumes of debris are common in the City. Timely removal of this material is crucial and expected of the Contractor. The Contractor agrees to the procedures included in Appendix 2.

8. Holidays

The Contractor will provide scheduled collection services on legal holidays such as New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

9. Transition

Based on the content of proposals, the negotiated terms of the Agreement and revisions to City ordinances, the Agreement will require a period of transition. Certain details, procedures, and information will need to be exchanged for successful implementation of the Agreement as provided in Appendix 5 within 10 days of Agreement signing.

## **B. Billing and Account Management**

1. The City will continue to provide financial management services for all accounts in the Contract.

These include:

- i. Monthly billing and collection of all residential, small business 95 gallon service and Apartment Complex accounts;
- ii. New resident, small business 95 gallon service, and Apartment Complex initiation of service;
- iii. Account termination and special collection procedures for final accounts;
- iv. Billing for special brush and bulk item off schedule pick up services provided to individual residents.
- v. Billing for additional trash Carts.
- vi. All requests for credit from customers for services such as missed collections must be processed by the Contractor. The City is not authorized to grant credits for Contractor services.

2. New Accounts

In the case of an existing service address whose previous resident has left the City's 95 gallon container in place; no formal notification will be given. In the case of new homes or existing homes that do not have a container, City will provide Contractor a formal request for service. Containers will be provided within the second business day following the request with pick up available on the next scheduled day following delivery.

In the case of new Apartment Complexes that do not have a container, City will provide Contractor a formal request for service. Containers will be provided within the fifth business day following the request with pick up available on the next scheduled day following delivery.

3. Proration of Charges

For move-ins and move-outs billing will be prorated for the residential and small business 95 gallon service solid waste fee based on the number of days in the billing period.

4. Compensation

- i. Residential and small business 95 gallon service collections:

Contractor will be compensated based on charges to the residential solid waste customers. The Contractor will be paid 99.5% the Contractor's portion of the residential and small business 95 gallon service monthly charges billed. The

remaining 0.5% will be retained by the City as an allowance for uncollectable accounts.

For example, if the monthly contractor charge for 95 gallon service collection is \$15 and the City charges the customers \$20, the Contractor will be paid 75% (Contractor's portion calculated as  $\$15/\$20$ ) of monthly billings less a 0.5% allowance for uncollectible accounts. So if monthly billings were \$500,000, the Contractor would be paid \$373,125 ( $\$500,000 \times .75 \times .995$ ).

Payment will be made monthly by the 25th of the month for the billings in the previous calendar month.

Deductions from payments for Performance Penalties will be made from the following monthly payment. Contractor authorized credits will be processed as adjustments in the following month's bill.

ii. Apartment Complex collections:

Contractor will bill the City monthly based on the fee schedule in Appendix 1 for service levels provided. Services provided by the Contractor that are outside the scope of this agreement for trash collection will be billed by the Contractor directly to the Apartment Complex management for such items as compactor rental, recycling, construction debris, etc. However recycling service rates billed to the Apartment Complexes are provided in Appendix 1.

iii. City operations:

Contractor will bill the City monthly based on the fee schedule in Appendix 1 for City crew disposal at the Contractor landfill. Activities will be tracked by date, time, City vehicle number, driver and department.

### **C. Deductions of Performance Penalties**

The Table of Performance Penalties in Appendix 9 references performance criteria defined throughout the Agreement specifications and monetary damages associated with each. The acts or omissions, within the control of the Contractor, in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Performance Penalties. Performance Penalties may be deducted from the monthly payment due to the Contractor as determined by the City.

The Missed Collection item in the Performance Penalties table is intended to communicate a priority expectation by providing incentive through tracking and measurement. This is an objective measure that takes into account the subjectivity inherent in the services provided. This makes goal achievement clear and avoids measurement disputes. For example, suppose the City receives 75 calls in a month for reported missed collections and 40 of those calls are received by the City Resolution Center, RC, then there are no calls above the benchmark of 50 and no Performance Penalties apply.

#### **D. Residential Services**

##### **1. Single Family Residential and Small Business Garbage Collection**

For Single Family Residential and Small Business collection, the Contractor shall service the Collection Area which is divided into five collection sectors, with one sector to be collected each day Monday through Friday under the existing collection schedule. Collections for residential services must not begin before 7:00 AM Central Time. The five collection sectors and their days of collection are provided to in the 2014 RFP 15-014. All Single Family Residential and Small Business collections shall be performed weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. Collection will be performed using 95 gallon Carts capable of being serviced by fully or semi-automated collection vehicles. Contractor must return carts to the weekly collection location as placed by customer.

The Contractor is not responsible for collecting Carts weighing in excess of the automated Cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect Garbage Carts that are placed in accordance with current City ordinances. It shall be the Contractor's responsibility to give notice first to the customer and also to City staff if it believes Garbage is not prepared and/or located per this Section. However, the City shall be the sole and final judge as to such conditions and locations.

##### **2. Brush and Bulk Collections**

For collection from Single Family Residential locations, the Contractor shall service the City which is divided into five collection sectors, with one sector to be collected each day Monday through Friday under the existing collection schedule. The five collection sectors and their days of collection are provided in the 2014 RFP 15-014.

An unlimited volume of Brush and Bulk waste per residence will be collected by the Contractor. The Contractor may opt to use a Composting Facility for the disposition of Brush or other green waste, however, the City will not place additional or special requirements on residents to separate or prepare green waste for this purpose.

Brush includes tree wood and/or bush branches, marsh plants such as cattails and tropical grasses such as bamboo and all other similar plant life, twigs and trimmings that are generally too large or otherwise impractical to place in the residential container. Bulk waste is large rubbish items including but not limited to household appliance, bicycles, furniture, rugs, mattresses, televisions, tree limbs, fence material and other similar items.

Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any appliances containing refrigerants must be tagged certifying that all CFCs, chlorofluorocarbons, have been removed by a certified refrigerant technician prior to their placement for collection.

The base service levels include seasonal peaks which may consist of typical damage from high winds, lighting, spring or fall trimmings, etc. The Contractor will need to provide agility with management and resources to anticipate and accommodate for these seasonal peaks based on historic levels as provided in the 2014 RFP 15-014.

There are no limitations on volumes. Loose items should be placed in containers such as boxes for safe, manageable collection. If items are too heavy or too long to be loaded by grapppler/claw equipment, the Contractor will leave an English/Spanish tag on the item or residence door to notify the customer of the specific problem, resolution options and contact information for assistance. Additionally the oversize notice will be recorded and the City Environmental Services Department will be notified. The City-provided base residential bulk and brush service is only intended to include items generated on the residential premise where the service is received.

The City-provided base residential bulk and brush service does not include on-site construction or remodel demolition debris removal. Debris related to small scale home repairs should not be considered “construction debris” and Contractor will need to exercise judgment in this area. Roll off container collection and similar services can be purchased from other Contractors and notice should not imply that the Contractor is the only or primary source of roll off service.

Where situations occur such that it appears a residence is being used for staging and waste collection for landscape, construction or similar type operations, the Contractor will notify the City Environment Services Department for assistance.

i. Special Collections

Requests for residential collection and Disposal of Bulk/Brush during times other than the regularly scheduled collection day will be considered outside of base schedule service and be billed an extra fee as provided in Appendix 1.

ii. Landfill Access

Residential customers will have access to the landfill that the vendor uses and will be able to take one pick-up load or one small trailer not exceeding 3 yards of construction debris or yard waste to the landfill once per month on a Saturday for a nominal fee included in Appendix 1 paid at the gate with proof of residency in the form of a municipal water bill and driver's license presented at the time of delivery.

iii. Residential Bulk and Brush Base Service Exceeded

Carrollton has a history of having high seasonal weather related peaks for bulk and brush that are included in the base service levels the Contractor will provide. However, there may be Force Majeure events that exceed base service levels. The City Manager in consultations with the City staff, Contractor, weather advisors and historical records may declare that the event qualifies as a disaster.

Where an event is declared a disaster, the Contractor will be engaged to develop a deployment and communication strategy including the Contractor's disaster plan in Appendix 2. With a declared disaster; City may temporarily suspend the performance standard of same day route completions and the related liquated damage penalty. Alternately, the City may direct the Contractor to secure additional resources at an additional fee.

3. Recycling

i. Single Family Residential Curbside Recycling Collection

For collection of Single Family Residential, the Contractor shall service the Collection Area which is divided into five collection sectors, with one sector to be collected each day Monday through Friday under the existing collection schedule. The five collection sectors and their days of collection are provided to in the 2014 RFP 15-014. Single Family Residential collections shall be performed every other week. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. Collection will be performed using 95 gallon Carts capable of being serviced by fully or semi-automated collection vehicles. Contractor must return carts to the weekly collection location as placed by customer.

Collections shall be made on a regular schedule on the same day every other week.

The Contractor is not responsible for collecting Carts weighing in excess of the automated Cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect Recycling Carts/Containers that are placed in accordance with current City ordinances. It shall be the Contractor's responsibility to give notice to

City staff if it believes Recycling is not prepared and/or located per this Section. However, the City shall be the sole and final judge as to such conditions and locations.

ii. **Residential Recycling Rewards Program**

The Contractor agrees to provide a residential recycle rewards program as described in Appendix 4 that may be revised from time to time with mutually consent of both parties.

4. **Household Hazardous Waste**

The Contractor agrees to provide a residential household hazardous waste collection service as described in Appendix 3 that may be revised from time to time with mutually consent of both parties.

5. **Special Needs Cart Placement for Collection**

Special provisions will be made for those residents that are physically unable to place their container in the required location. A list of the current special needs locations must be maintained by the Contractor. Contractor must pick up cart where “stored” in a readily accessible visible location, emptied and replaced from where collected.

**E. Apartment Complex Collection**

1. **Apartment Complex Garbage Collection**

For Detachable Containers, collection shall be made from Containers on a regular schedule on the same days of the week each week or month according to the frequency determined by the Contractor and the City as necessary for each building. Collections for Apartment Complex services must not begin before 7:00 AM Central time. The City may require the Contractor to schedule multiple collections each week at certain Apartment Complexes receiving Detachable Container service. Service levels for Apartment Complexes are provided in the 2014 RFP 15-014.

2. **Compactor Units**

For those Apartment Complexes that utilize Compactor Units, the Agreement provides for the collection and transport of the Compactor Unit’s Detachable Container. The purchase, lease, installation, maintenance and repair of the Compactor Unit or any related parts or accessories, as well as the Detachable Container are between the Contractor and the Apartment Complex’s property owner/manager. The Contractor shall bill the Apartment Complex property directly for these additional services if and when provided such as compactor rental and maintenance and roll off service for remodeling, green waste, etc.

3. Bulk and Brush service for Apartment Complexes is not included in the scope of this agreement.

4. Recycling

Many Apartment Complexes within the City of Carrollton desire the option of the inclusion of recycling collection as part of their containerized waste collection services. The Apartment Complexes each have unique designs that present opportunities and also constraints for implementation of a recycling program. Recycling in Apartment Complexes will be offered as an option service for the entire complex rather than by individual units. Property owners/managers will determine if the service will be offered within each complex. The Contractor must provide a detailed description of the elements of the optional programs including equipment, space requirements, frequency of collection, labor requirements, etc. More than one option should be provided by the fees provided in Appendix 1.

## **F. City Facilities**

The Contractor shall collect Garbage and Recyclables for those City Facilities included in the Agreement at the frequency and day(s) specified by the City, Monday through Saturday. The City has supplied information regarding locations receiving service, the number and size of the Containers and the collection initial frequency in shown the 2014 RFP 15-014 for Garbage, animal remains from the City Animal Adoption Center and recycling. Dead animal carcasses, such as those from an animal adoption center, are considered a special waste in Texas under the Texas Administrative Code Section 330.3 (148) and require special handling which includes the City's agreement to complete a waste profile and the use of a waste manifest. Bulk and Brush is only provided to the fire stations in the same manner as for residential services. The Public Works and Fleet Services share a metal salvage service at the Central Service Center which is outside the scope of this agreement. Records destruction services are outside the scope of this agreement.

City should to give Contractor "reasonable" advanced notice for temporary ad hoc service request such as to deliver and pick up an open top container.

**Appendix 1: Fee Schedule**

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## Appendix 2: Disaster Procedures

**Scope:** The Contractor’s operational policies and procedures that will be implemented to collect remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster. An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, ice storms, etc., determined by the City to have caused widespread destruction, distress or causing Contractor to use additional resources and equipment outside normal operating procedures due to above normal volumes of debris.

- i. **Communication of a Disaster Event:** If Contractor believes an event has occurred that qualifies as Disaster; the Contractor will immediately contact the City for approval.
  
- ii. **Once an Event is Deemed a Disaster:** Contractor will call and coordinate a plan of action to the appropriate City officials.
  - a. For large scale events Contractor may need to co-ordinate outside services from other states including internal and external personnel. Sub-Contractors may also be required for certain disaster events.
  - b. For large scale events Contractor may need to bring in outside equipment (Refuse trucks, grapple trucks, etc.) from outside resources to help with disaster services.
  - c. Daily communication will be provided to the City about timelines and activities.
  
- iii. **Contractor Contact List:** The Contractor’s District Manager is always the first contact and lead on any disaster event.

Name	Title	Mobile #	Office#	Email

**Appendix 3: HHW Household Hazardous Wastes Procedures**

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**Appendix 4: Recycling Rewards**

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**Appendix 5: Transition Plan**

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## Appendix 6: Definitions

Definitions are provided to clarify items in the Agreement. In the event that the definitions provided here differ from those in the most current version of the City of Carrollton's Solid Waste Ordinance now or in the future, the Ordinance shall prevail. In addition to capitalized terms that are defined elsewhere, the following meanings apply:

**“Apartment”**- A dwelling unit designed or occupied as a residence by a single family, individual or group of individuals.

**“Apartment House or Complex”** - Any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three (3) or more apartments, or which is occupied as the home or residence of three (3) or more families living independently of each other and maintaining separate cooking facilities. (See Dwelling, Multiple-Family)

**“Brush”** means plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, Yard Waste does not include loose soils, sod; Food Waste, including from gardens or orchards; Food compost; plastics and synthetic fibers; or lumber.

**“Bulk Waste”** – A large appliance, piece of furniture or waste material from a residential source including lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, carpeting measuring as well as other items of similar size, weight and compactable nature other than Construction Debris or Hazardous Waste,

**“Cart”** A 95 or 96 gallon two wheeled plastic container that complies with ANSI Z245.30 and Z245.60 including a ten (10) year manufacturer's warranty. Trash carts must be green and recycling carts must be blue. Carts must be approved by the City. Carts must have the following markings:

- a. "Property of City of Carrollton" hot stamped in white letters, that are to be water resistant, approximately 1" in height on one side.
- b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that are to be water resistant, and approximately 1" in height on the same side as (a) above.
- c. The following shall be molded into the lid:
  1. "Face Arrow Toward Street"
  2. An arrow facing the front of the Cart
  3. "No ashes, paint, oil, chemicals, or hazardous waste"
  4. "Do not place Cart closer than 3 feet to any object"

**“City”**—The City of Carrollton or its designee.

**“Collection Area”** means that portion of the City in which the Contractor provides collection services as described in Section 100.

**“Compactor Unit”** means a mechanical unit that receives compacts and reduces the volume of municipal waste, Refuse or Garbage.

**“Composting”**—The process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

**“Composting Facility”**—A facility that is used to compost Brush, Leaf Waste, and/or grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility

**“Construction Debris”** – Waste building materials resulting from construction, remodeling, repair or demolition operations.

**“Container”** means a metal or plastic receptacle used for Garbage, and /or Recyclables collection.

**“Agreement Administrator”** – The City of Carrollton’s designee responsible for actively interacting with the Contractor to achieve the Agreement’s objectives; monitoring the Agreement to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Agreement related problems on behalf of the City; incorporating necessary modifications or changes into the Agreement; arbitrating and expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Agreement.

**“Agreement Documents”** – The Request for Proposals, Instructions to Bidders, Contractor’s Proposal, Agreement Specifications, the Agreement, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

**“Contractor”** – The individual, firm, partnership, joint venture, corporation, or association performing Refuse collection and Disposal under Agreement with the City.

**“Detachable Container”** (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of Leachate. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

**“Disaster”** – An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress.

**“Disaster Debris”** – Waste materials including building materials, sediments, vegetative debris, personal property and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

**“Disaster Management Plan”** – The Contractor’s operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.

**“Disposal”** - The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

**“Disposal Site”** – A Refuse depository for the Processing or final Disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, Permitted or approved by all governmental bodies and agencies having jurisdiction.

**“Dwelling”** - Any building, or portion thereof, which is designed for use for residential purposes.

**“Dwelling Unit”** - A single unit providing complete, independent living facilities for a family, and including a residential kitchen, bathroom, and provisions for living, sleeping, and sanitation.

**“Dwelling, Multiple-Family”** - A building designed for occupancy by three (3) or more families. (See Apartment House or Complex)

**“Garbage”** means all discarded putrescible municipal solid waste matter but not including sewage or sewage sludge, human excrement or Source Separated Recyclables.

**“Hazardous Waste”** – Waste designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

**“Household Hazardous Waste”** – Items which have been segregated from residential Garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

**“Leachate”**—A liquid that has permeated through or drained from solid waste.

**"Municipal Waste”** Any Garbage, Refuse, and other material, including resulting from residential, small businesses, City facilities, and from Special events. The term does not include source-separated recyclable materials.

**“Municipal Waste Landfill”**—A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where Disposal or Processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

**“Performance Bond”** – A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Agreement’s Specifications.

**“Permit”**—A Permit issued by the State of Texas to operate a municipal waste Disposal or processing facility, or to beneficially use municipal waste. The term includes a general Permit, Permit-by-rule, Permit modification, Permit reissuance and Permit renewal.

**"Processing”** Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

**“Recyclables”** means mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

**“Recycle”** or **"Recycling."** - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

**"Recycling Facility."** A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

**"Refuse"** – Discarded waste materials in a solid or semi- liquid state, consisting of Garbage, rubbish or a combination thereof.

**"Residential Unit"** – A dwelling as defined by the Carrollton Comprehensive Zoning Ordinance.

**"Residence, Residential"** means any house, dwelling, multiunit residence, Apartment Complex house, or any building put to residential use except Mixed Use Buildings.

**"Roll-off Container"** means an open top Detachable Container which must be lifted and hauled by a vehicle equipped with a hook lift or winch.

**"Single Family Home or Dwelling"** means a detached residential dwelling unit.

**"Source-separated Recyclable Materials"**- Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

**"Special events"**—Events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

**"Structure"** means all single family homes, and Apartment Complexes as well as Small Businesses included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Agreement.

**"Wheeled Container"** means a 95 gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor's collection vehicles. The term cart and wheeled container shall be considered interchangeable

**"White Goods"** shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

## **Appendix 7: Contractor Complaint Process, Escalation, Tracking and Resolution**

- i. **Complaint Initiated by a Customer:** If a Carrollton Customer initiates a complaint call, the follow process is adhered to;
  - a. The CSR (call center representative) will ask courteous and professional questions about the nature of the customer's concern. The CSR will try to resolve the Customer issue immediately while on the call. Customer will be assured of follow up to their concern(s). At the end of the call the CSR will offer the Customer a Case # (confirmation number) for tracking purposes.
  - b. The Case number and details are forwarded to the Contractor's Route Supervisor. The supervisor will contact the customer back the same day with a plan of resolution. Customer will also receive a follow up call when the Case # has been resolved.
  
- ii. **Escalation:** For any reasons should the Customer call a second time for the same concern, Code Red Case # is assigned. At that point the Case is turned over to the District Manager and Market Area Team management is notified electronically.
  - a. District Manager must resolve the Customer's complaint and communicate to the Customer a timeline for complete resolution.
  - b. If the District Manager deems the Customer's complaint is unreasonable in nature, not valid or violates the Carrollton City Agreement, City officials will be notified for advisement.
  
- iii. **Tracking the Complaint:** The complaint call from a City of Carrollton Customer is tracked completely by an electronically generated Case #. Every complaint receives a Case # that can never be deleted. The Case will remain in active status until resolved.
  
- iv. **Resolution:** Every Customer initiating a complaint call is assured the highest of efforts will be engaged to solve their concern. Every customer will receive a phone call from Contractor Supervision communicating resolution for the complaint.
  
- v. **After Hours:** Any customers calling after hours will be seamlessly forwarded to an after hour center with a live voice handling the call. The Customer will be assured a manager call them within a reasonable time frame. The after hour operator will proceed down a Contractor list until someone is notified to call the Customer. Next day, during normal hours the call is assigned a Case #.

## Appendix 8: Fuel Adjustments

- i. Fuel Increase Scope:
  - a. Fuel adjustments will be calculated every year June 1st.
    - i. During the first year the current price for fuel per gallon will be determined October 1st, 2015.
  
- ii. Basic Fuel Calculation: The Formula
  - a. The fuel price will be based on diesel determined from the Energy Information Agency, EIA, and an agency of the U.S. Department of Energy. DOE. The EIA index can be found at <http://tonto.eia.gov/oog/info/wohdp/diesel.asp> as a reference point, for every five cents the fuel price per gallon increases, the monthly rate per single family residential account will increase one cent.
  
- iii. Matrix Calculation Example: Shown as an example only

	<b>A</b>	<b>B</b>	<b>C = B/5</b>	<b>D</b>	<b>E</b>	<b>F = D + E</b>
	<b>Fuel Price</b>	<b>Fuel Change</b>	<b>Fuel Adj.</b>	<b>Cumulative Fuel Adj.</b>	<b>Agreement Base Rate</b>	<b>Rate with Fuel Adj.</b>
Year 1	\$ 2.65				\$ 9.75	\$ 9.75
Year 2	\$ 2.95	\$ 0.30	\$ 0.06	\$ 0.06	\$ 10.04	\$ 10.10
Year 3	\$ 3.01	\$ 0.06	\$ 0.01	\$ 0.07	\$ 10.34	\$ 10.41
Year 4	\$ 3.11	\$ 0.10	\$ 0.02	\$ 0.09	\$ 10.65	\$ 10.74
Year 5	\$ 2.70	\$ (0.41)	\$ (0.08)	\$ 0.01	\$ 10.97	\$ 10.98

**Appendix 9: Table of Performance Penalties**

OMISSION	PERFORMANCE PENALTIES
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Failure to clean-up and collect spillage	\$10 per incident
Unsanitary condition of vehicle exterior	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart  \$50 each incident per Detachable Container
Missed collection of whole block. (This excludes collections prevented by weather rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150 per whole block
Failure to deliver Apartment Complex Containers to new participating locations within 5 business days of the receipt of the new sign-up request.	\$25 per Container per day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
Missed collection calls received by the City's Resolution Center in excess of 50 per month	\$50 per call
Failure to submit complete and accurate daily, monthly and annual reports	\$100 per day per incident
Failure to make all required collections during a week due to non-weather related service disruptions	\$250 per collection route
Failure to place carts back at customer original set out location	\$10 per incident