



Request for Proposals Solid Waste & Recycling Services

For the Period December 1, 2023, through November 31, 2028

Mandatory Pre-Proposal Meeting April 18, 2023

11:00 AM

**City of Springdale Tactical Training Room, 201 Spring Street,
Springdale, Arkansas**

Proposal Due Date May 19, 2023

2:00 PM

Table of Contents

NOTICE TO PROPOSERS 4

 DELIVERY OF PROPOSALS 4

 MANDATORY PRE-PROPOSAL CONFERENCE 4

 RIGHT TO REJECT 5

 OPEN RECORDS ACT 5

 PROPOSER CONTACT WITH CITY 5

 INFORMATION CONTAINED IN THE RFP 5

 PROPOSAL CONTENT AS BASIS FOR CONTRACT 6

 SCHEDULE OR OTHER ADDENDUMS TO THE RFP 6

 CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT 6

B. SCHEDULE OF ACTIVITIES 7

C. IMPORTANT INFORMATION TO PROPOSERS 8

 INVITATION FOR PROPOSAL 8

 REQUIRED FORMAT OF PROPOSAL 9

 PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS 10

 DECLARATION 11

 PROPOSAL BOND 12

 NON-COLLUSION AFFIDAVIT 13

 AGREEMENT CANCELLATION 14

D. OVERVIEW 14

 CONTRACT TERM 14

 CONDITIONS 14

 DISCLAIMER 15

 DISCOVERY 16

 EXCLUSIVE COLLECTION AREA 16

 CONTRACTOR RESPONSIBILITIES 16

 BACKGROUND INFORMATION 17

 DEFINITIONS 18

E. EVALUATION AND AWARD CRITERIA 24

 CITY COUNCIL AWARD 24

 CRITERIA FOR EVALUATING PROPOSALS 24

 SCORING OF PROPOSALS 24

F. SCOPE AND SERVICE SPECIFICATIONS 25

 DESCRIPTION OF SERVICES..... 25

 RESIDENTIAL SOLID WASTE COLLECTION 25

 RESIDENTIAL COLLECTION OF RECYCLABLES 26

 RESIDENTIAL BRUSH COLLECTION OPTION 27

 RESIDENTIAL COMPOSTING COLLECTION OPTION 27

 RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION 27

 DISASTER DEBRIS COLLECTION 28

 CART PLACEMENT FOR COLLECTION 28

 SPECIAL NEEDS CART PLACEMENT FOR COLLECTION 28

 HOLIDAY COLLECTIONS 28

 SMALL BUSINESSES GARBAGE AND RECYCLING COLLECTION 28

 EXCLUDED WASTE 29

 ALTERNATES TO THE REQUIRED SPECIFICATIONS 29

 CITY EVENTS AND FACILITIES 29

 PUBLIC EDUCATION CAMPAIGN 30

G. COLLECTION EQUIPMENT..... 30

 VEHICLE SPECIFICATIONS..... 30

 VEHICLE MAINTENANCE AND INVENTORY 31

 SUPPLYING GARBAGE OR RECYCLING CARTS 31

 SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION 32

 DETACHABLE CONTAINER STANDARDS 32

 DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE 32

 DETACHABLE CONTAINERS REPAIR OR REPLACEMENT 32

H. TRANSITION PLAN 33

I. COMMUNICATION AND MEETINGS..... 33

 POINT OF CONTACT 33

 CONTRACTOR’S OFFICE 33

 CUSTOMER SERVICE AND COMPLAINT RESOLUTION 33

 MEETINGS 34

 NEWSPORTHY AND EMERGENCY NOTIFICATIONS 34

 CUSTOMER NOTIFICATIONS 35

J. REPORTING..... 35

MONTHLY REPORTS	35
ANNUAL REPORTS	35
K. COMPENSATION	36
PAYMENTS TO CONTRACTOR.....	36
LIQUIDATED DAMAGES	37
SUMMARY OF LIQUIDATED DAMAGES.....	38
MODIFICATION OF RATES.....	39
REGULATORY RATE ADJUSTMENT.....	39
DEFENSE OF SUITS.....	39
OSHA, HEALTH, AND ENVIRONMENTAL LAWS	40
INDEMNITY	40
PERFORMANCE BOND.....	41
L. REQUIRED INSURANCE	41
M. TABS.....	43
Proposal Tab 1 - Past Performance and Experience	44
Proposal Tab 2 – Financial Qualifications.....	45
Proposal Tab 3 – Facilities.....	46
Proposal Form 3-A - Certification of Recycling Facility.....	47
Proposal Form 3-B - Certification of Disposal Facility	48
Proposal Tab 4 - Experience of Personnel – Local Hauling Operation	49
Proposal Tab 4 - Experience of Personnel (continued).....	50
Proposal Tab 5 – Equipment.....	51
Proposal Tab 6 - Operational Plan and Safety Record Report.....	53
Proposal Tab 7 – Transition Plan in Narrative Format	54
Proposal Tab 8 – Rates and Services	55
Proposal Tab 9 –Disaster Management Plan	57
Proposal Tab 10 –Exceptions or Modifications to the Contract	58
Proposal Tab 11 –Proposal Alternates	59
N. APPENDICES	60
APPENDIX A: City Facilities At No Charge.....	61
APPENDIX B Performance Bond Form	63
APPENDIX C: Specifications For Carts	64
APPENDIX D: Residential Service Tonnage.....	65

NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Springdale, Arkansas, at 128 Spring Street, Springdale, Arkansas until 2:00 p.m. CST on May 19, 2023, at which time proposals duly delivered and submitted will be considered for the Request for Proposals for Solid Waste and Recycling Services.

All Proposals must be prepared and signed by the Proposer in the form attached hereto. **THESE INSTRUCTIONS MUST BE RETURNED IN THEIR ENTIRETY WITH EACH PAGE INITIALED BY THE PROPOSER.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

DELIVERY OF PROPOSALS

Any proposal received after the 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. No results will be read aloud when proposals are submitted to City.

One original (so marked) and five (5) copies of the proposal and a thumb drive with an electronic copy of the proposal in pdf searchable format must be submitted in a sealed envelope or box. The outside of the envelope or box should be clearly marked:

Attention: Colby Fulfer, Chief of Staff, City of Springdale
"Request for Proposals Solid Waste & Recycling Services"
Proposer's Name
Contact Person and email address
Proposer's Address
Proposer's Telephone Number

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for 11:00 a.m. CST, April 18, 2023, at City of Springdale Tactical Training Center, 201 Spring Street, Springdale, Arkansas. All vendors desiring to be considered for contracting with City for this service must attend, either in person or by virtual meeting, the pre-proposal conference.

Those vendors that wish to attend the pre-proposal conference by virtual meeting must contact Colby Fulfer at cfulfer@springdalear.gov no later than 3:00 p.m. on April 14th to receive an invitation to a scheduled Zoom meeting to attend.

Any vendor failing to attend the pre-proposal conference, either in-person or virtually will be disqualified from consideration.

RIGHT TO REJECT

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

OPEN RECORDS ACT

City is subject to the Arkansas Freedom of Information Act (“the Act”), a state law that may require City to make the information provided in response to this Request for Proposal available to the public upon request following award. If a Proposer submits information to City in response to this RFP that the Proposer believes to constitute a proprietary trade secret or other confidential information, the Proposer must identify such information and mark it as “CONFIDENTIAL” or ‘PROPRIETARY,” as may be applicable, within the proposal and on each page on which the information appears. In the event City receives a request for disclosure of information in any proposal that has been identified by the Proposer as confidential or a proprietary trade secret, City will notify the Proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the Proposer, at the Proposer’s sole cost, to comply with the Act’s provisions relating to the submission of a request to the Arkansas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

PROPOSER CONTACT WITH 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:

All requests for information will be made in writing to: **Colby Fulfur, Chief of Staff at cfulfer@springdalear.gov.**

Replies to all pertinent requests for information will be sent in the form of an addendum to all who attend the mandatory pre-proposal conference. No direct contact with or lobbying of city management, members of the RFP evaluation committee, or the Springdale City Council will be permitted during the RFP process after the RFP is released to the public.

No gifts, lunches, or other gratuities will be accepted by City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.

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 City’s residents and is not intended to be all-inclusive or to contain all of the information that a prospective Proposer may desire. City has made no independent effort to determine the accuracy or 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 the costs of providing the requested services.

PROPOSAL CONTENT AS BASIS FOR CONTRACT

The information contained in the selected proposal will be used as the basis for the resulting contractual agreements. However, no contractual agreement shall exist between the successful Proposer and City unless and until an agreement has been fully set forth in writing and signed by authorized representatives of the parties thereto.

SCHEDULE OR OTHER ADDENDUMS TO THE RFP

Schedule changes or other addenda to the RFP will be e-mailed to all individuals attending the mandatory pre-proposal conference.

CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT

The successful Contractor shall be responsible to reimburse City for the development of this RFP and contract documents. **The estimated costs to be incurred by City are \$45,450, however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed.**

B. SCHEDULE OF ACTIVITIES

April 11, 2023	RFP Released and Published
April 18, 2023 , 11:00 a.m.	Mandatory Pre-proposal Meeting
April 25, 2023 4:00 p.m.	Deadline for questions before the proposal due date
May 19, 2023 2:00 p.m.	Sealed proposals due
June 7, 2023	Finalist interviews held
June 9, 2023	Recommendation Determined
July 4, 2023	Council awards Contract to winning Proposer
September 12, 2023	Educate Customer Base to Changes Begins
December 1, 2023	New Contract Service Period begins

C. IMPORTANT INFORMATION TO PROPOSERS

INVITATION FOR PROPOSAL

City of Springdale invites sealed Proposals for:

- 1) Residential Solid Waste collection
- 2) Residential Recyclables collection
- 3) Residential Brush collection option
- 4) Residential Unusual Accumulation collection
- 5) Residential Composting collection option

The City of Springdale invites sealed Proposals for garbage collection and disposal, including the collection of recyclables, possible composting, and brush pickup. The City estimates approximately twenty-two thousand one hundred sixty-nine (22,169) total residential units. There are an additional 124 residents on well water that will be serviced and billed by the Contractor. Within this quantity are 1138 Senior Citizen homes, these Senior homes receiving currently a 10% discount. There are approximately sixty-six (66) City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

Population growth estimates are an additional 3% home growth over the term of the next collection contract.

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 City, its staff, or Contractors for either rejection by City or failure to execute an agreement with such Proposer.

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

Selection of any Proposal

Waive any formality, technicality, or irregularity in Proposals received

Rejection of any Proposals which are not legible, not complete, or contain irregularities

Rejection of any Proposals not received on or before the due date and time specified

Rejection of all Proposals

Seeking clarification from Proposers concerning Proposals

In order for a Proposal to be considered eligible, the Proposal must be:

1. Properly and fully completed (in ink or type).
2. Signed on all pages where signatures are requested by an authorized contracting agent of the proposed with **each page of the RFP documents initialed and inserted within the Proposal.**
3. The Proposal shall be filed with the City of Springdale at the City Hall, 201 Spring Street, Springdale, Arkansas no later than 2:00 PM on May 19, 2023.

REQUIRED FORMAT OF PROPOSAL

- The Proposal must contain ALL of the required paperwork.
- ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to the Proposer's brochures, flyers, or websites will not be accepted as an answer.
- Refer to the checklist that follows to assist in the submission.

Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:

Sealed Envelope or Box with the Proposer's name and address in the upper left-hand corner and marked as indicated in <u>Delivery of Proposals</u> . The envelope or box must contain one original (marked as such) and five (5) copies of the Proposal with the original signed in BLUE ink and one thumb drive with an electronic copy in searchable pdf format.
1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer
2. Any Applicable Declarations
3. Proposal Bond
4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, and Certificate of Authority
5. Power of Attorney (if necessary)
6. Proposal Tab 1 Past Performance and Experience of Contractor in Arkansas
7. Proposal Tab 2 Financial Qualifications
8. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)
9. Proposal Tab 4 Experience of Personnel at Local Hauling Operation
10. Proposal Tab 5 Equipment
11. Proposal Tab 6 Operational Plan and Safety Report in Detailed Narrative Format
12. Proposal Tab 7 Transition Plan in Detailed Narrative Format
13. Proposal Tab 8 Rates for Services
14. Proposal Tab 9 Disaster Management Plan
15. Proposal Tab 10 Exceptions or Modifications to the Contract
16. Proposal Tab 11 Proposed Alternatives

PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in City Proposal package. By submitting this Proposal, the Proposer grants City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by City, the Proposer shall furnish and certify all such supporting data and information that City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to City, including profit or fee, may be, at the option of City, adjusted to reduce the price to City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or City of Springdale.

In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified unless advance written consent for such withdrawal is granted by City.

Please check the appropriate box: Corporation Partnership Sole Proprietor Limited Liability Company Other _____

Social Security or Federal Tax Identification Number: _____

Name of Proposer:	Phone:
Address:	Fax
Name and Title:	Attest:
Signature:	Date:

Corporate Seal:

DECLARATION

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud. The Proposer further declares that it has complied in every respect with all requirements of this RFP, that the Proposer has read all appendices, and has satisfied itself fully relative to all matters and conditions with respect to the services to which the Proposal pertains. The Proposer states that this Proposal is based on the Request for Proposal documents and appendices and draft Contract.

Firm/Corporation

Address

Name

Signature

Title

Date

PROPOSAL BOND

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above Proposal, and he further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this Proposal is a Certified Check or a Proposal Bond in the sum of Fifty Thousand Dollars (\$ 50,000.00) made payable to City of Springdale which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the Proposals are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said Proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Fax _____

Email _____

NON-COLLUSION AFFIDAVIT

STATE OF: ARKANSAS

COUNTY OF: WASHINGTON AND BENTON

I state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in the said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Respondent, or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor the approximate amount of this response has been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this Request for Proposal, to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or another form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors, members, partners, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Springdale of the facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow City to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Signature _____ Name: _____

Title _____

Sworn to and Subscribed before this _____ day of _____, 2023

(Notary Public) _____

My Commission Expires: _____

AGREEMENT CANCELLATION

City of Springdale may, by written notice to the successful Proposer, cancel the agreement without liability to City if it is determined by City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of City to secure an agreement or secure favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such an agreement. In the event this agreement is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Proposer in providing such gratuities.

D. OVERVIEW

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on December 1, 2023 (the “Commencement Date”) and shall end on November 31, 2028 (the “Expiration Date”), unless otherwise terminated earlier as provided herein.

Extension Term. City may extend the Initial Term for one (1) additional five (5) year term (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by City to Contractor on or before November 1, 2027, to be effective. Notwithstanding anything regarding City’s exercise of the Extension Term, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Day, as original established and/or extended by the first Extension Term, if applicable.

CONDITIONS

In its sole discretion, City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals; and (3) accept proposals that deviate from the RFP as City deems appropriate and in its best interest. In its sole discretion, City may determine the qualifications and acceptability of any Proposer submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors, and omissions. The attached Appendices are for guidance only.

City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

City reserves the right to negotiate with any, all, or none of the Bidders responding to the RFP.

Following submission of a proposal, the Proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data relating to the Proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by City in its discretion.

The Proposer must furnish a “Certificate of Authority” signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The Proposer must furnish

evidence that the entity is in good standing and authorized to transact business in the State of Arkansas at the time of submission of the Proposal.

Agreements with the selected Proposer will require the selected Proposer to provide worker's compensation insurance, commercial general liability, automobile insurance, and any other insurance that City's Risk Manager may require. Such policies (except worker's compensation must be endorsed to include City as an additional named insured, and all policies must be endorsed to waive subrogation against City. The agreement with the selected Proposer will also require indemnification of City, its officers, and employees by the selected Proposer in form and substance satisfactory to City's Risk Manager and City Attorney's office.

Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to City. In addition, City may require other forms of assurance from the selected Proposer.

All costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the Proposer.

The Proposer acknowledges that all information submitted in response to the RFP to City will be subject to the Arkansas Public Information Act.

All responses relative to this RFP and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of City of Springdale without any restrictions on usage, subject to exceptions under the Arkansas Public Information Act, and are non-returnable.

The Proposer may maintain a copy of such material for their records as necessary or required by industry standards.

The Proposer shall comply with Federal Law, Arkansas law, City Charter, and applicable City ordinances. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of City or advisors for the purpose of influencing consideration of a response to this RFP.

The Proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Proposer's submittal to be rejected by City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the Proposer. Copying, paraphrasing, or otherwise using substantial portions of the work product of another Proposer is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.

DISCLAIMER

- The information contained herein is provided solely for the convenience of prospective solid waste collectors. It is the responsibility of the recipient to assure itself that the information contained herein is accurate and complete. Neither City nor its advisors provide any assurances as to the accuracy of any information in this document.
- Any reliance on these contents, or any communications with City officials or advisors, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by City and its advisors without any warranty or representation, express or implied, as to its content, accuracy, or completeness. No warranty or representation is being made by City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.
- City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- Any action or response taken by City for any reason or for no stated reason made pursuant to this RFP or

in making any award or failure or refusal to make an award pursuant to such submittal, or in any cancellation of an award, or any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of City or its advisors.

- City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by City for any reason, or no reason, without any resulting liability to City and its advisors.

DISCOVERY

Each Proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the proposed work including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, solid waste characteristics, quantities, and applicable state and federal laws and regulations that may affect their work. By submitting a proposal, the Proposer warrants that it has fully acquainted itself with such conditions and is prepared to honor all statements and commitments made in its proposal to City. Proposers will not be reimbursed any costs related to the preparation of their proposals, whether successful or not.

EXCLUSIVE COLLECTION AREA

Contractor shall have the exclusive right to provide all solid waste collection services called for in this RFP within the boundaries of City of Springdale.

CONTRACTOR RESPONSIBILITIES

City of Springdale (“City”) desires to contract for solid waste and recycling services that will provide excellent customer service with maximum diversion. City is looking for a Contractor with not less than three (3) years of experience providing residential solid waste and collection services in communities with a customer count similar in size to City’s customer base and capable of providing services that include, but are not necessarily limited to, the following:

- (1) Real-Time GPS Tracking Capability of collection vehicles
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- (3) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday, 7 a.m. to 2 p.m. Saturday except for Thanksgiving, Christmas, and New Year’s Day. Hours of operation for Customer Service are Monday through Friday, 8 a.m. to 5 p.m.
- (4) Contact Person as primary contract responsible for City of Springdale Account
- (5) With respect to residential services, capable and willing to provide:
 - a. 95-gallon Poly Cart for once-a-week garbage collection
 - b. 95-gallon Poly Cart for recycling items once a week collection
 - c. Brush collection weekly (optional)
 - d. Composting collection weekly (optional)
- (6) Vehicles used for collection with City at the time of commencement of the contract are not older than FOUR (4) years.
- (7) Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.

In providing the services required by this Contract, Contractor shall be responsible for:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Complying with applicable laws and regulations;
- (f) Performing all work in a timely, thorough, and professional manner;
- (g) Disposing of all collected MSW at a permitted MSW Landfill;
- (h) Processing and marketing Recyclable Materials collected by Contractor from the Residences;
- (i). All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (j) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

BACKGROUND INFORMATION

City's current Contractor provides the following services:

1) Residential solid waste collection

Current contractor provides Curbside collection and disposal of waste from Residential Units one (1) time per week; with the Contractor supplying one 95-gallon Poly Cart, with all materials to be within the Cart.

2) Residential collection of recyclables

Contractor supplies one 95-gallon Recycling Container for each Residential Unit. Contractor collects all Recyclable Materials placed within the Cart. Recycling collection occurs on the same day the MSW collection is performed for the Customer.

3) Residential Composting of Yard Waste

Contractor collects Compostable Materials from Residential Units on Monday of each week.

4)Collection from Municipal Facilities and Special Events as described and with the frequency outlined in Appendix A.

6) Small Commercial Business:

Current contractor provides Curbside collection and disposal of waste from Small Commercial Units one (1) time per week; with the Contractor supplying one 95-gallon Poly Cart, with all materials to be within the Cart.

Information is provided in the Appendices for the use and consideration of the Proposer. City offers no warranties as to the accuracy of the estimates, projections, or information. Service levels, container sizes, the frequency of collection, the number of units, and similar items may vary during the course of the Contract.

Current Residential Rate net to contractor

- a. Waste: \$14.27
- b. Recycling: \$3.04
- c. Extra Cart: \$7.76
- d. Senior Yellow Bag Service: \$3.18 per bag
- e. Yard Waste: \$.95 per sticker

DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of City of Springdale's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

"Bag" means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

"Brush" means any cuttings or trimmings from trees, shrubs, lawns, and similar materials. To be considered brush, limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. No bags, bundles, or containers shall exceed forty (40) pounds in total weight. The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Business Day" means a day that is not a Saturday, Sunday, or Holiday.

"City Facility" means a property owned, leased, and/or operated by City.

"Collection" means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility, and/or (iii) Composting Materials for transport to a Composting Facility.

"Collection Area" means that portion of the City in which Contractor provides collection services as described in the RFP.

"Commercial Unit" means a commercial business or establishment, including, but not limited to, a store, office, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within the corporate limits of City.

"Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

"Commercial Service Provider" means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

"Composting" is the process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

"Compostable Bags": bags that are acceptable to the composting facility with a capacity of approximately 30 gallons used for disposal of Yard Waste at the Composting facility.

“Composting Materials” means, collectively, Brush and Yard Waste.

“Composting Program,” limbs should not exceed four (4) feet in length and not exceed six (6”) in diameter. All Brush to be composted must either be placed in Compostable Bags or stacked at the curb in such a manner that an employee can reasonably and safely lift the material into the collection vehicle.

“Construction and Demolition Debris” means Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Contract Administrator” means the Mayor or his/her designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in the RFP and/or the accepted proposal.

“Curbside” ” means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit’s adjacent roadway as approved by the Contract Administrator.

“Customer” means the owner or tenant of a Residential Unit located within the City and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disabled Carryout”: Collection of a qualified disabled Residential Unit Customer’s Waste cart when placed the cart is placed outside the Customer’s garage, carport, or front door visible from the street, rather than curbside placement.

“Disposal Facility” means a duly permitted sanitary landfill selected by Contractor for the disposal of the Waste, Brush, and Bulky Waste collected by Contractor from City during the Contract Term. All Waste Materials collected within City under this contract shall be deposited at any Disposal Facility properly authorized by the State. Contractor shall negotiate directly with the owner of the Disposal Facility for permission to use the Disposal Facility and Contractor shall bear all disposal costs and other related expenses.

“Disaster Event” means an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by City to have caused widespread destruction and distress. A Disaster Event will be formally declared by the Mayor of City.

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

“Disaster Management Plan” means 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 City to be a Disaster Event, and when Contractor is selected to provide such additional services.

“Disposal” means 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 Arkansas.

“Excluded Waste” means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction Debris, Special Waste, and other types of Waste expressly excluded from this Contract.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper that has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates Municipal Solid Waste.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et, seq., as amended.

“Holiday” means New Year’s Day, Thanksgiving Day, and Christmas Day.

“Large Dead Animals” means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological Waste, pathological Waste, and sharps.

“Municipal Solid Waste (MSW): means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and

commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Non-Recyclables”: Any materials in the Single-Stream Materials or Recyclable Materials that are not Recyclable Materials.

“Offal Waste” is excluded from this contract and means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.

“Performance Bond” means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

“Permit” means a permit issued by the State of Arkansas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit re-issuance, and permit renewal.

“Poly Cart” means a 95-gallon poly cart plastic container, provided by Contractor, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

“Processing” means recycling of Single Stream Materials at a properly permitted Recycling Facility.

“Recyclable Material” means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. “

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

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies MSW 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, municipal Solid Waste landfills, composting facilities, or resource recovery facilities.

“Refuse” means the same as Rubbish.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit”: A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

“Residential Waste” means all Refuse, Garbage, Rubbish, and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-Off Container” means a container provided to a Residential Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for construction and remodeling, and capable of pickup and transport to a Disposal Facility by loading the container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Senior Customer” means a household that meets the criteria as determined by City to qualify for a monthly discount on the monthly residential collection bill.

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than two (2) cubic yards of Solid Waste per week.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste Materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material unless the Waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste; or (d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the Waste, including, but not limited to, the following: (a) containerized Waste (e.g. a drum, barrel, portable tank, box, pail, etc.); (b) Waste transported in a bulk tanker; (c) liquid Waste; (d) sludge Waste; (e) Waste from an industrial process, (f) Waste from a pollution control process; (g) residue and debris from the cleanup of a spill or release of a chemical; or (h) any other Waste defined by Arkansas law, rule or regulation as "Special Waste".

“Stable Matter” is excluded from this contract and means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

“Unit” means, collectively, Residential Units or Small Business Units.

“Unusual Accumulations” Any Residential Unit Waste placed Curbside for collection which does not meet the specifications defined by this Contract for regular Garbage, Bulky Waste, and Yard Waste including any Waste placed in a bag or other container. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Vegetable Waste” means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in food service establishments.

“Waste” or **“Waste Materials”** means all Residential Waste to be collected by Contractor pursuant to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators, stoves and ranges, water heaters, clothes washers and dryers, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be cut, tied, and placed in Bundles or Compostable Bags.

E. EVALUATION AND AWARD CRITERIA

CITY COUNCIL AWARD

All proposals will be evaluated by City Staff and their consultant who will recommend the best and most advantageous proposal to City Council for the award.

CRITERIA FOR EVALUATING PROPOSALS

Evaluation of proposals will consist of a review of the written proposals by City Staff and the consultant. Based on the results of the evaluation of the written proposals, interviews will be conducted with the top-rated Proposers. On an as-needed basis, the reviewers 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.

SCORING OF PROPOSALS

The Proposal will be evaluated according to various criteria, with the weight of each area of the proposal evaluation criteria being as shown in the table below. The evaluation committee will recommend the qualified Proposer that demonstrates the best value for City based on the proposal evaluation criteria.

Criteria	Percent of Total
Experience Providing Like-Services to Like-Sized Cities	7%
Financial Strength of Proposer	5%
Operational Plan and Personnel Resumes	10%
TRIR and DART Safety Scores	3%
Transition Plan in Detailed Narrative Format	10%
Disaster Management Plan	5%
Customer Service, Reporting, the use of GPS & Support	20%
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	10%
Competitive Cost of Proposal	30%

F. SCOPE AND SERVICE SPECIFICATIONS

DESCRIPTION OF SERVICES

Public health and safety, as well as environmental protection, are of primary importance to City. Therefore, City intends to implement through contracted services a fully integrated municipal solid waste collection program that encourages waste minimization and increases opportunities for diversion.

Services will include :

- 1) Residential solid waste collection
- 2) Residential recyclables collection
- 3) Residential Brush collection option
- 4) Residential Unusual Accumulation collection
- 5) Residential Composting Collection option
- 6) Small Commercial Business collection

RESIDENTIAL SOLID WASTE COLLECTION

Each proposal should include pricing for the following residential services:

One time per week collection of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week.

Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

Collection of waste materials shall not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least six (6) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

Residential Collection not covered under the Base Rates-

The collection or disposal of Excluded Materials, or

The collection or disposal an any increased volume resulting from a flood, hurricane, or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane, or other Act of God, Contractor and City may negotiate the work to be performed by the Contractor under the Disaster Management Plan provided by the Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Tab 8.

RESIDENTIAL COLLECTION OF RECYCLABLES

Contractor shall provide one collection each week, on the same day that MSW is collected, of Recyclable Materials placed in the Residential Unit’s Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Recycling Container. Customers shall not overload the Recycling Container. Any Recyclable Materials at the curb not in the Recycling Container will be treated as trash.

Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Recycling Material, Contractor may give written notice to City of (i) a need to redefine Acceptable Material and Unacceptable Materials, (ii) update the Processing facility’s Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3, #4, #7	Cartons, Aseptic Containers

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	THIS SPACE IS BLANK
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies

Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

RESIDENTIAL BRUSH COLLECTION OPTION

Contractor will collect Brush materials once per week on the same day the Residential Unit receives MSW and Recycling collection. The Residential Unit will be limited to two (2) cubic yards of material per collection.

Limbs shall not exceed four (4) feet in length and not exceed six (6") in diameter and must be stacked at the curb in such a manner that an employee can reasonably and safely lift the material into the collection vehicle.

This weekly collection specifically excludes debris resulting from the services of a Commercial Tree Service Provider.

RESIDENTIAL COMPOSTING COLLECTION OPTION

Contractor will perform collection once per week of Yard Waste compostable materials, on Monday of each week.

Contractor shall collect up to twenty (20) Bundles and/or Compostable Bags containing Yard Waste per collection. The resident will purchase Compostable Bags.

Note: Though the City prefers to have Composting Collection performed on Monday of each week, the Proposer may determine that collection of this material is more cost-efficient to collect on the same day as the MSW is collected. If that is the case, Proposer shall clearly define their plan for collection in the Operational Plan.

RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION

When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Tab 8 hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.

DISASTER DEBRIS COLLECTION

When City determines, for this Contract, that an event or occurrence is a Disaster event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential and City Facilities within the Collection Area.

Contractor shall provide a Disaster Management Plan on Proposal Form 7 that describes the response time, resources, methodology, and available mechanisms, with accompanying rates on Tab 8, to assist City with clean-up. In case of ice storms which prohibit safe residential route collection, the City prefers the use of Roll-Off containers to be placed for resident use during the period when road conditions prevent packer trucks from operating.

If City opts to use the services of the Contractor to collect these additional materials resulting from the Disaster, City shall grant Contractor variances in routes and schedules, as deemed necessary.

City may choose to utilize a third-party storm company to provide this collection service and Contractor has no recourse.

CART PLACEMENT FOR COLLECTION

As a general rule, residents are required to place their carts next to the curb in front of the residence for pickup. Contractor shall not be required to collect any Waste not placed in the designated Cart, where the Cart is overloaded by weight or volume, or that is not properly placed curbside.

SPECIAL NEEDS CART PLACEMENT FOR COLLECTION

If all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste cart to the curb, Contractor personnel will collect the Cart at the side yard or garage door and return it to the same place once emptied.

The residents will arrange with the Contractor to provide Special Needs collection.

The rate for the collection of Special Needs carts shall be the same as a regular collection.

HOLIDAY COLLECTIONS

The following shall be holidays for purposes of this contract: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such a decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify the city two (2) weeks in advance of the holiday service schedule. If one of the collection days falls on a holiday, Contractor will collect waste on the next regularly scheduled business day (excluding Sunday). In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

SMALL BUSINESSES GARBAGE AND RECYCLING COLLECTION

Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by City. The collection will be performed using 95-gallon Carts provided by Contractor. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.

If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon recycling cart (clearly distinguished from the MSW cart) to be collected once per week. The collection shall be on the same day as the MSW cart is collected.

Contractor is not responsible for collecting Carts weighing over 170 pounds. Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes Garbage is not prepared and/or located in an area accessible to the collection vehicle. However, City shall be the sole and final judge as to such conditions and locations.

EXCLUDED WASTE

If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws and charge the generator of such excluded waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the excluded waste and to collect the cost incurred by Contractor in connection with such excluded waste. Subject to City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such cost incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to City.

ALTERNATES TO THE REQUIRED SPECIFICATIONS

Specifications contained herein are the minimum level of service to be provided. If a Proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on base services as described in this RFP and then propose the innovative service as an alternative to the base service so that City may determine the best option for its residents. The description of the alternative service should be provided with the proposal submission using Proposal Tab 11. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 8.

CITY EVENTS AND FACILITIES

Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities included in the Contract at the frequency and day(s) specified by City, Monday through Friday. Contractor shall not be required to provide more than a daily collection per location. City has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers, and the collection frequency in Appendix A. Some of the events and facilities are serviced at no charge. Those that will be serviced for a fee are indicated with a current rate in the appropriate column in Appendix A.

Contractor agrees to provide Dumpster(s) and/or Roll-Offs for Special Events listed in Appendix A. The type of equipment and frequency of collection may be adjusted as agreed to by City and Contractor. Any

additional Special Events not listed in Appendix A or necessary increases in service to events listed in Appendix A will be serviced by Contractor at a charge.

PUBLIC EDUCATION CAMPAIGN

To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Brush collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information; and
- (c) Coordinate with and supply all information reasonably requested by City's Public Affairs Manager to facilitate City's efforts to notify Residential Customers of this transition.
- (d) Contractor shall provide the City with a comprehensive community education program to promote optimum participation in the recycling program. The plan shall be updated on January 1 of each year. Proposer shall provide a sample of the education campaign to be utilized during the first year of the contract within the Operating Plan.

G. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor.

VEHICLE SPECIFICATIONS

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. This type of equipment shall be utilized by the vendor throughout the term of the agreement, and through successive renewal terms, if applicable.

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than FOUR (4) years (i.e., year model 2020 or newer). At no time shall a vehicle be used for collection that is older than 10 years. 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 Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in Contractor's color schemes. The vehicles shall be numbered consecutively and shall have the number of the vehicle painted on each side of each vehicle and the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place a customer service

telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and most efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Arkansas.

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

Please describe how you define "Real Time" GPS Tracking and the program you plan to propose to utilize for "Real-Time" GPS Tracking if those resources are available.

VEHICLE MAINTENANCE AND INVENTORY

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

SUPPLYING GARBAGE OR RECYCLING CARTS

Contractor shall supply and maintain all garbage or recycling carts. Carts supplied by Contractor will be **new at the commencement of this contract**. Contractor shall provide instructions for the proper use of the Carts to the residents along with the delivery of the Carts.

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.

Upon notice from Springdale Water Utility, Contractor shall deliver Carts to new Customers who move into the Collection Area. 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 Springdale Water Utility. 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.

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. The replacement Cart will be new. Where a replacement Cart is new, Contractor shall assess a charge (Tab 8) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by Springdale Water Utility. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to

Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION

Prior to the beginning of the Contract, Contractor shall provide NEW Detachable Containers for Garbage and/or Recyclables Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor units as indicated in Appendix A. Detachable Containers shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final, and binding shall mediate any disagreements over Container placement and collection. Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

DETACHABLE CONTAINER STANDARDS

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of Contractor, and bear a serial number coded for the Container size. Detachable Containers (Dumpsters) shall be painted, or changed out at least once every 2-1/2 years. Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by City. 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. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE

Each Detachable Container is subject to inspection by 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 that has not used it earlier. If City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by City.

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

DETACHABLE CONTAINERS REPAIR OR REPLACEMENT

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

H. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (should this occur), and current service levels, to the successful Proposer and new service levels.

The proposed Transition Plan is of critical importance to City. The Transition Plan is located in Tab 7.

In the Transition Plan, Proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach, including equipment, personnel, and schedule, for delivering carts, dumpsters, and roll-off containers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider.
- C. A detailed schedule for the transition.
- D. Proposed strategies for customer communication regarding the transition of service providers. Customer communication will begin no later than ninety (90) days prior to the initiation of service.

I. COMMUNICATION AND MEETINGS

POINT OF CONTACT

All dealings and contacts between Contractor and City shall be directed between the designated representative of Contractor and the Contract Administrator designated by City

CONTRACTOR'S OFFICE

Contractor shall maintain an office or other facilities through which they can be contacted equipped with sufficient telephones having local phone numbers. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

City, at its expense, shall notify Residential Units about complaint procedures, rates, regulations, and days(s) for scheduled collections.

Customer complaints shall be directed to Contractor. Contractor shall notify City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email to City a recap of the day's complaints from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about whom the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected in the next day's complaint report indicating that collection was made.

Commercial or Industrial complaints shall be noted separately indicating the name of the company, and the time of the call, and shall indicate the follow-up action to resolve the issue. Missed pick-ups from one day shall be reflected on the next day's sheet indicating that collection was made.

Contractor shall arrange for collection on the next business day after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

If the missed pickup is a result of Customer-related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container and shall notify City of such action.

As requested by City, Contractor shall make available GPS tracking reports for residential collection vehicles.

MEETINGS

To minimize problems during the implementation of the Contract, and to provide a forum for discussing and resolving any operational questions or issues that may arise, Contractor's representative will be required to meet with City representatives regularly as follows:

- (1) During the period from the date the Contract is executed until three months after the actual collection services begin (or a such earlier date as may be mutually agreed to by the parties) meetings shall be held between representatives of the parties regularly, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate 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.
- (2) After the initial 90-day period meetings shall be held at least quarterly, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held to review and discuss day-to-day operations, promotion, public information, and public relations.
- (3) Meetings shall be held at the offices of City unless otherwise agreed upon by both parties. Each party shall be available for at least 60 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

NEWSWORTHY AND EMERGENCY NOTIFICATIONS

During the term of the Contract, there may be activities or circumstances, positive or negative, involving Contractor's business that could be newsworthy. Likewise, Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact Mayor or his designee 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 Contractor provides to City; any news coverage or sudden event that is reasonably anticipated to result in citizen phone calls to City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within City; 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.

CUSTOMER NOTIFICATIONS

City will coordinate with Contractor and approve all necessary communications with Residential Customers including but not limited to fee changes, route changes, and holiday schedules.

J. REPORTING

Contractor shall be required to provide the following reports or notifications to Mayor or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and City.

MONTHLY REPORTS

Complete and accurate Monthly Reports must be submitted to Mayor or his designee in a format acceptable to City on or before the tenth (10th) of each month during the term of the Contract.

Monthly Reports must contain at least the following information:

- 1) Number of Households served
- 2) Monthly tonnages by each category of service
 - Residential MSW
 - Residential Recycling
 - Residential Brush or Composting
- 3) Residential Recycling Participation Rate
- 4) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
- 5) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- 7) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
- 8) As requested by City, Contractor shall make available GPS tracking reports for residential collection.

ANNUAL REPORTS

No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to City an annual report covering the immediately preceding Contract year and include the following information:

- 1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
- 2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
- 3) A description of all public information programs undertaken with audiences reached and media used.

All reports shall be submitted in an approved format to the addresses as City may designate in writing. If the report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at City. City may withhold payment of balances due until said reports are received.

K. COMPENSATION

PAYMENTS TO CONTRACTOR

Residential Customer Billing; Payment for Service. The Springdale Water Utility shall provide billing and bill collection services for Residential Customers during the term of this Contract.

The City shall retain a franchise fee equal to four percent (4%) of the total collected receipts from residential units, excluding sales tax.

Contractor shall be responsible for all billings to and collections from residential customers that are not customers of the City's water department under this agreement. Contractor shall pay City a franchise fee in the amount of four percent (4%) of the total collected receipts from these residential customers. Said fee shall be due and payable to City by Contractor not later than the twentieth (20th) day of the month following said collection by Contractor.

The City, acting through its municipal water department, will provide the Contractor billing and collection services for residential customers in the corporate limits of the City of Springdale, Arkansas that are also customers of the municipal water department All refunds deemed necessary by Contractor will be made directly to the customer by Contractor.

The City will initiate billing for new customers and bill all customers on a monthly basis at the basic rate plus applicable sales taxes unless notified by Contractor in writing that a customer qualifies for another rate. City will also furnish new customers with service literature provided by Contractor. The City, acting through its municipal water department, will provide the Contractor daily with an electronic list of new and disconnected accounts for the previous business day.

The City, acting through its municipal water department, will provide Contractor with a digital summary of all sanitation collections made in the preceding month. In addition to said summary a digital monthly listing will be provided of all sanitation customers that are delinquent in their payment and a monthly detailed digital billing report listing all water customers being billed for sanitation services. The billing report will identify each water customer within the corporate city limits and the amount being billed for sanitation services. All digital reports will be prepared in Excel format. The Contractor will pay a fee of \$125.00 for any additional copies of the above monthly reports requested.

Contractor will provide written notification to the City's water department of the name and address of all customers to be billed at any rate other than the basic monthly rates.

Contractor will pay the City \$2.00 for each water bill that includes charges being collected for the Contractor.

The City, acting through its municipal water department, will remit monthly sanitation payments collected for the Contractor by the 15th day of each month. Monthly payments to the Contractor shall represent any sanitation payments received in the prior month, as well as all tax collected. The City shall deduct from each monthly payment to the Contractor its \$2.00 handling fee as set forth herein and the franchise fee.

The State of Arkansas, through its gross receipts rules, requires the Contractor to remit tax collections directly to the State, Therefore, the Contractor will remit monthly sales taxes and related reports directly to the State of Arkansas in compliance with state requirements. Any sales tax discounts received will be retained by the Contractor.

The water department shall only be responsible for providing billing services to Contractor, i.e., sending a monthly statement to the regular customers of the water department. The water department shall not be called upon to act as a collection agency to collect delinquent accounts for Contractor. As to customers who only make a partial payment, the water department shall be entitled to apply such partial payments first to its fees and late charges. As to those customers who fail to pay their monthly statements, the water department shall provide a shut-off notice and may, in its sole discretion, terminate water service. In no event shall the water department be required to apply its customers' deposit towards any amount owed to Contractor. As to the delinquent accounts of Contractor's customers for sanitation services, those accounts shall be turned over to Contractor who shall be responsible for any effort to collect such accounts. The water department shall be responsible for the collection efforts necessary to collect the delinquent accounts of the water department's customers.

The Contractor shall pay the expenses of the water department necessary to reestablish authorization for automatic withdrawal for all water department customers currently enrolled in the program.

Rates included in this agreement do not include sales tax. Appropriate sales tax will be added by the City to these rates at the time of billing.

LIQUIDATED DAMAGES

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor. Acceptable performance standards pursuant to this Contract include the provision of daily servicesⁱ on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to Residential Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages. City may charge Liquidated Damages to Contractor on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the Mayor or his designee to attempt to resolve the issue. The decision of the Mayor shall be final.

SUMMARY OF LIQUIDATED DAMAGES

City may assess liquidated damages to Contractor as follows:

1. **Missed collection**: \$100 per missed collection over five (5) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. **Failure to correct a missed collection** within 24 hours of notice of the complaint: \$100 per occurrence per day.
3. **Missed residential unit block**: \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint.
4. **Commencement of residential collection prior to 7:00 a.m.**, or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence
5. **Commencement of commercial collection** within 500 feet of a resident prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
6. **Failure to complete a majority (50%) of the collections on a given day**: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.).
7. **Failure to clean up spilled Solid waste**, resulting from Contractor loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250 per impacted address).
8. **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
9. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
10. **Failure to submit an accurate accounting** (i.e., invoices, and/ or complaint reports in the specified format): Non-payment until an accurate accounting is submitted.
11. **Failure to return carts** and containers to approximately the original collection location: \$50 for each incident, for each affected address.
12. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$50 for each incident.
13. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per

calendar day.

14. **Failure to deliver or replace carts for any reason within five (5) business days of notification** \$50 per incident per affected address.

15. **Contractor commingling recyclable materials** with MSW: \$ 1, 000 for each incident.

16. **Disposal of recyclable materials** to a site other than a proper recycling facility: \$ 2,000 for each incident.

17. **Failure to provide an office staffed by a responsible person** in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days: \$1,000 per day.

MODIFICATION OF RATES

Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until **December 1, 2024**. Commencing on **December 1, 2024**, continuing annually on each anniversary date of the Commencement Date of this Agreement, upon ninety (90) days' notice to City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, (the C.P.I.) shall have increased during the preceding **twelve-month** period from **September 1** of the prior year to **September 1** of the year of the rate increase computations. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). No Annual Rate Adjustment shall exceed four percent (4%).

REGULATORY RATE ADJUSTMENT

Contractor may petition City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to 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 City. The increase per month shall be calculated using the annually reported waste generation data per account in City. 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. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to City.

DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

INDEMNITY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF ARKANSAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER ARKANSAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE. THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

PERFORMANCE BOND

Upon Contract execution, Contractor shall furnish to City a Performance Bond from a reputable banking institution, reasonably acceptable to City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount equal to one hundred percent (100%) of the estimated annual value of the Contract. The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year prior to its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual but renewed each year prior to its expiration).

A sample of the required form is provided in Appendix B.

L. REQUIRED INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect insurance coverage with the minimum limits as follows:

- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage;
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract; and
- (c) Statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Contract.

All insurance companies providing the required insurance shall either be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

16.2 Required Endorsements. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage except for Worker's Compensation Insurance;
- (b) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
- (c) No insurance policy shall not be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in

each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

A certificate of insurance evidencing the required insurance shall be submitted to City prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

M. TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? (**Minimum experience required – 3 years in business with accounts of similar size**) 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, bulk and brush, and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in Arkansas in the last five years. If no new awards in the past five years include references for existing contracts of like-size (residential count) communities.

The list should reflect:

- A. The name of the municipality and home count
 - B. The person to contact for reference information and that person's phone
 - C. The date the contract expires
 - D. The annual dollar value of the contract
4. For any contracts in Arkansas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?
 5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with an Arkansas governmental entity? If so, name the parties, case number, the court in which such suit(s) is/are filed, and the nature and present status of any proceeding described above.
 6. Has your organization been a defendant in any lawsuit or request for arbitration or mediation filed by a Municipality concerning a contract for such services within the last five (5) years? If so, state the case number, names of the parties, the court in which the suit(s) is/are filed, and the present status of any such proceeding.
 7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify all subcontractors proposed to be used under this Contract. Provide the name, location, and contact information for each subcontractor.
9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

1. Briefly describe in a narrative format the Proposer’s financial condition, and results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion and Analysis (MD & A) for the latest year available.
2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide SEC 10K filings for the parent organization.

Proposal Form 3-A - Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____ Contractor under City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines, etc.) slick or glossy newsprint inserts, bagged shredded paper, tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, clear, blue, brown, and green glass bottles; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that City may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor Limited Liability Company Other: _____

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for disposing of Municipal Waste collected by _____ Contractor under City of Springdale Contract.

I understand and agree that City of Springdale shares no risk, nor expense for the disposal of the materials delivered by Contractor.

I certify that the disposal system of _____ (Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Arkansas, # _____.

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive and dispose of all municipal solid waste collected on a daily, weekly, monthly, and annual basis under City of Springdale Contract.

I agree that City of Springdale may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor Limited Liability Company Other: _____

Name of Firm	Phone
Address	Fax
Type or Print Name and Title	Attest:
Signature	Date:

Proposal Tab 4 - Experience of Personnel – Local Hauling Operation

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.
List, and prepare the Summary of Qualifications for General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager, and any other relevant personnel.
2. City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. City will be notified immediately of any changes to this information.
3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:
Mailing Address:
Direct Phone
Mobile phone:
Fax:
Email:
3. How does Contractor deal with replacing key personnel who leave?
4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of workdays and hours for each category anticipated for the successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under City's contract.
6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
7. Describe in detail Contractor's employee/driver training program.
8. What steps will Contractor take to inform City staff about the specific requirements of this Contract? Please provide details by category of personnel.

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/ her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to _____ if your firm is awarded the contract.

Name: _____

Position: _____

- A. Describe the individual's direct experience in planning and implementing residential refuse, bulk and brush waste, and recycling collection, processing, and marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years of experience in the collection of refuse, bulk, brush, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring and training the workforce to perform the work.

Proposal Tab 5 – Equipment

No Vehicle used in servicing this Contract shall be more than four (4) years old as of December 1, 2023, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on City's streets.

1 Using the template below as a guide, list the vehicle information for each service category.

Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler's location; the License numbers and any company vehicle id #; and the date of delivery if not currently owned or on-site. The information provided on this form demonstrates Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Residential MSW

Service Type	Chassis Make/Model/Yr.	Body Make Model/Yr.	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Recycle

Service Type	Chassis Make/Model/Yr.	Body Make Model/Yr.	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Bulk Collection (Grapple and/or Rear Load)

Service Type	Chassis Make/Model/Yr.	Body Make Model/Yr.	Now Owned	Now On-Site	Anticipated Delivery Date

Yard Waste/Compost

Service Type	Chassis Make/Model/Yr.	Body Make Model/Yr.	Now Owned	Now On-Site	Anticipated Delivery Date

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List the number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How Contractor intends to provide service for the normal collection of garbage and recyclables. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's proposed method of collection for Brush and Bulky Items demonstrating the benefits of their approach. (Disaster events will be covered in a separate section). Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
3. List Contractor's procedures and the amount of time to promptly respond to and resolve problems that are communicated to Contractor by City.
4. Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to City regarding these issues.
5. Describe Contractor's procedures to be used by City to schedule and assure reliable container delivery for new locations and special event collections.
6. Describe in detail Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events: spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to City, regulatory agencies, emergency response teams, etc.
7. Describe in detail Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to City, law enforcement, regulatory agencies, emergency response teams, etc.
8. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. Include all Arkansas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
9. **Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the division that will be responsible for the collection activity in City.** These scores will allow the scoring committee to compare your firm's injury rates to other firms in the same business, in the same locale.
TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.
DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.

Proposal Tab 7 – Transition Plan in Narrative Format

In the Transition Plan, Proposer must describe the following:

- E. Individual or group of individuals that will oversee the execution of the Transition Plan.
- F. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, dumpsters, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).
- G. A detailed schedule for the transition.
- H. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees, or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed. There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8.

Important Note: Residential Fees submitted will include the 4% franchise fee, plus the \$2.00 billing fee.

All submitted rates will be extended by the approximate quantities for residential services as reflected within this RFP.

RESIDENTIAL RATES

Option 1

1) 1 x per week MSW Collection in one New Contractor supplied 95-gallon cart-all materials in the cart

2) 1 x per week Recyclable Materials Collection in one New Contractor supplied 95-gallon cart-all materials in the cart

3) 1 x per week Brush Materials Collection

Total Price per home per month \$ _____ **Senior Rate** \$ _____
 (Senior Homes shall be 10% less per home)

Option 2

1) 1 x per week MSW Collection in one New Contractor supplied 95-gallon cart-all materials in the cart

2) 1 x per week Recyclable Materials Collection in one New Contractor supplied 95-gallon cart-all materials in the cart

3) 1 x per week Composting Collection

Total Price per home per month \$ _____ **Senior Rate** \$ _____
 (Senior Homes shall be 10% less per home)

Rate for each Additional MSW cart (same price regular or senior) \$ _____

Rate for each Additional Recycling Cart (same price regular or senior) \$ _____

Rates for Collection of Unusual Accumulations

Rate per hour for Vehicle (any type) and Crew* \$ _____

Disposal fee per yard collected \$ _____

***fee to be determined by estimated time servicing the home, not portal-to-portal for each home**

Disaster Management Rates

Rate per Hour for Roll Off Truck and Container	\$ _____
Rate per Hour for Grapple Truck	\$ _____
Rate per Hour for Rear Load Truck and Crew	\$ _____
Disposal Fee per ton collected	\$ _____

Small Commercial with Contractor-supplied 95-gallon Poly Carts (all items must be placed in the cart)

One Cart once per week	\$ _____
One Cart twice per week	\$ _____
Each Additional Cart (s) Once Per Week	\$ _____
Each Additional Cart (s) Twice Per Week	\$ _____

Proposal Tab 9 –Disaster Management Plan

If City’s Mayor formally declares a state of emergency due to a major wind, flood, ice storm, fire, hurricane, tornado, or other disaster that results in excessive and abnormal quantities of solid waste and debris, at City’s request, Contractor shall provide, at a minimum, additional Roll-Off Containers, and personnel during post-storm clean-up period as declared by City. Any charge for delivery, removal, and dumping of containers and other equipment will be billed to City in accordance with the fees set forth in Contractor’s proposal.

Immediately upon City declaring a state of emergency, The Contractor shall be required by the Contract to make available for use by and shall deliver to City up to ten (10) 30-yard Roll-Off Containers. Mayor or his designee shall direct the times and locations for the placement of the Roll-Off Containers and other equipment.

Describe in detail how Contractor can respond to a Disaster above and beyond the required placement of ten (10) 30-yard Roll-Off containers. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc. Rates to be charged to City when a Disaster is declared by the Mayor of City will be reflected in Tab 8.

Proposal Tab 10 –Exceptions or Modifications to the Contract

Proposal Tab 11 –Proposal Alternates

If Proposer wishes to provide Alternates, the Alternates will only be considered if Proposer has responded to the Base Proposal.

Alternate Proposals should be submitted with a revised Tab 8 for each Proposal.

N. APPENDICES

APPENDIX A: City Facilities At No Charge

Contractor shall provide the containers and weekly collection of the Waste Materials from the following Municipal facilities at no charge to the City.

WASTEWATER TREATMENT	2910	SILENT GROVE RD N	1	2 YD FEL	1
SPDL LIBRARY	1205	W MAPLE AVE	1	4 YD FEL	1
SPDL WATER DEPT	525	W OAK AVE	1	2 YD FEL RCY	1
SPDL WATER DEPT	525	W OAK AVE	1	8 YD FEL	1
SPDL STREET DEPT	269	RANDALL WOBBE LN E	2	6 YD FEL	5
SPDL FIRE DEPT NO 3	403	SANDERS AVE	1	HANDPICK REL	1
SPDL CITY HALL	201	SPRING ST (NORTH SIDE)	1	4 YD FEL	5
SPDL CITY HALL	201	SPRING ST (SOUTH SIDE)	1	6 YD FEL	5
SPDL AIRPORT TERMINAL (CITY)	801	AIRPORT AVE	1	6 YD FEL	3
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	2YD FEL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	8YD FEL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	6YD FEL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	4YD FEL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	2YD REL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	4YD REL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	6YD REL ON CALL	1
WM-SPRINGDALE HAULING	1041	ARBOR ACRES AVE	1	6 YD FEL	5
SPDL FIRE DEPT NO 4	3420	ELM SPRINGS RD	1	6 YD FEL	1
SPDL FIRE DEPT NO 2	1660	W DON TYSON PKWY	1	6 YD FEL	1
SPDL FIRE DEPT NO 2	1660	W DON TYSON PKWY	1	96 GAL TOTER REL RCY	1
SPDL CITY HALL (OCC)	201	SPRING ST	1	8 YD FEL RCY	1
SPDL FIRE DEPT #6	1623	S 48TH ST	1	4 YD FEL	1
TONTITOWN FIRE DEPT	165	SE 3RD ST	1	8 YD FEL	1
SPDL FIRE DEPT #1	417	HOLCOMB ST	1	6 YD FEL	2
CITY OF SPRINGDALE	205	HUNTSVILLE AVE E	1	HANDPICK REL	1
CITY OF SPRINGDALE	419	SPRING ST	1	HANDPICK REL	1
CITY OF SPRINGDALE	417	SPRING ST #1/2	1	HANDPICK REL	1
CITY OF SPRINGDALE		SHILOH SQUARE	1	2 YD FEL	1
SPDL POLICE DEPT	206	BLAIR ST S	1	2 YD FEL	1
SPRINGDALE SENIOR CENTER	203	PARK ST	1	6 YD FEL	2
SPRINGDALE SENIOR CENTER	203	PARK ST	1	6 YD FEL	2
SPRINGDALE SENIOR CENTER	203	PARK ST	1	6 YD FEL RCY	1

FAIRWAY CIRCLE DUMPSTER	302	FAIRWAY CIR	2	6 YD FEL	1
FAIRWAY CIRCLE DUMPSTER	302	FAIRWAY CIR	1	4 YD FEL	1
SPRINGDALE CITY OF HIDDEN LAKE ST	2110	HIDDEN LAKE ST	4	4 YD FEL	2
CITY OF SPRINGDALE RECYCLING	1809	LOWELL RD N	1	4 YD FEL	1
CITY OF SPRINGDALE PUBLIC WORKS	1803	LOWELL RD N	1	4 YD FEL	1
CITY OF SPRINGDALE-PRISON	600	W SUNSET AVE	1	8 YD FEL	3
CITY OF SPRINGDALE-TYSON PARK	4303	WATKINS AVE	2	6 YD FEL COMPACTOR	3
CITY OF SPRINGDALE-TYSON PARK	4303	WATKINS AVE	2	6 YD FEL	3
CITY OF SPRINGDALE - AQUATIC CENTER	1100	WATSON AVE	1	6 YD FEL COMPACTOR	2
CITY OF SPRINGDALE-JB HUNT PARK	2282	FLEMMING DR	1	6 YD FEL COMPACTOR	2
CITY OF SPRINGDALE-GEORGE PARK	4023	HYLTON RD	1	6 YD FEL COMPACTOR	2
CITY OF SPRINGDALE-GEORGE PARK	4023	HYLTON RD	2	8 YD FEL	1
CITY OF SPRINGDALE-GEORGE PARK	4023	HYLTON RD	1	4 YD FEL	1
SPDL FIRE DEPT	2398	TURNBOW AVE	1	6 YD FEL	1
SPRINGDALE FIRE STATION	1660	W DON TYSON PKWY	1	6 YD FEL	1
CITY OF SPRINGDALE REC CTR	1906	CAMBRIDGE ST	2	8 YD FEL	3
CITY OF SPRINGDALE REC CTR	1906	CAMBRIDGE ST	1	4 YD FEL	1
SPRINGDALE FIRE DEPT #7	7867	HAR BER AVE	1	96 GAL TOTER REL RCY	1
SPRINGDALE FIRE DEPT #7	7867	HAR BER AVE	1	6 YD FEL	1
CITY OF SPRINGDALE - LUTHER GEORGE PARK	300	PARK ST	2	6 YD FEL	3
CITY OF SPRINGDALE	210	SPRING ST	1	8 YD FEL	1
SPRINGDALE FIRE STATION 8	2246	E HUNTSVILLE AVE	1	4 YD FEL	1
CITY OF SPRINGDALE ANIMAL SHELTER	1549	E DON TYSON	1	4 YD FEL	1
SPRINGDALE WATER UTILITY WAREHOUSE	605	OAK AVE	1	2 YD FEL	1
SPRINGDALE FIRE STATION #9	7561	W DOWNUM RD	1	4 YD FEL	1
SPRINGDALE FIRE STATION #9	7561	W DOWNUM RD	1	96 GAL TOTER REL	1
SPRINGDALE FIRE STATION #5 (DN)	1776	E ROBINSON AVE	1	96 GAL TOTER REL	1
CITY OF SPRINGDALE	316	SPRING ST	1	4 YD FEL	1
TYSON AVE DUMPSTER	507	SISTERS AVE	4	96 GAL TOTER REL	1
SHILOH MUSEUM (SPRINGDALE)	118	JOHNSON AVE W	1	HANDPICK REL	1
SHILOH MUSEUM (SPRINGDALE)	118	JOHNSON AVE W	1	96 GAL TOTER REL	2
SPRINGDALE FIRE STATION	730	GLASS DR	1	4 YD FEL	1
SPRINGDALE FIRE STATION	730	GLASS DR	1	96 GAL TOTER REL	1

APPENDIX B Performance Bond Form

STATE OF ARKANSAS §
COUNTY OF WASHINGTON AND BENTON §

KNOW ALL MEN BY THESE PRESENTS: that _____ (“Contractor”), as principal, and _____ (“Surety”) authorized under the laws of the State of Arkansas to act as surety on bonds for principals, are held and firmly bound unto City of Springdale, Arkansas (City), in the sum of _____dollars (\$_____) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with City, dated the__ day of _____, 2022, for Springdale which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2023.

_____ Principal Surety

By _____

Title_____

Address_____

The name and address of the Resident Agent of Surety is:

Name_____

Address_____

APPENDIX C: Specifications For Carts

1. Vendors shall provide certification that the cart provided to the City is an injection-molded rollout container that contains two (2) hinge pins, two (2) plastic wheel assemblies, a solid steel axle, and is compatible with both fully and semi-automated arm lifter systems with a capacity of 95-gallons.

Carts must be assembled and manufactured in the USA.

The container must comply with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements. Per the ANSI Z245.30-2008 Standard, the rollout refuse container must accommodate a load of 335 lbs.

The container body will be injection-molded from High-Density Polyethylene (HDPE). The interior will be free of crevices and recesses where refuse could become trapped. The handles will be integrally molded into the container body at the top rim. The bottom of the container will have dual molded-in wear ridges that extend both around its perimeter and around the center of the container bottom to provide additional protection against abrasive wear. The inside bottom of the container will have cylindrical-shaped energy-absorbing detail, approximately 7" in diameter.

The container lid will be injection-molded from HDPE and attached to the container body using two (2) HDPE snap-lock hinge pins and rotates freely about the hinge a full 270 degrees. The lid will be molded with a hand-hold lip that extends across the full width of the front of the lid and wraps around both corners.

A solid steel axle will have a 27/32" diameter that is zinc plated to protect against rust and corrosion. 10" wheels will be injection-molded and Snap-on with an integrated spacer.

The product must be warranted for thirteen (13) years from the date of purchase.

Markings for both MSW and Recycling Carts:

- a. A Logo and Vendor Name and/or Logo hot stamped in white letters, which is 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, which is to be water-resistant and approximately 1" in height on the same side as (a) above.

Recycling Carts shall be marked differentiating the cart for recycling. Contractor may elect to use the same lower body color as the MSW cart, but with a different color lid, or a completely different color for the cart body and lid. The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.

- 18. Delivery shall be F.O.B. City of Springdale, Designated Staging Locations. City is willing to work with the successful vendor for designated staging areas.
- 19. City will require a sample from the successful vendor before the placement of the full order of poly carts.

APPENDIX D: Residential Service Tonnage
 Supplied by Contractor for 2022

MONTH	TRASH	GREEN WASTE	RECYCLE
JANUARY	11855	54	316
FEBRUARY	10007	10	316
MARCH	14006	45	316
APRIL	13108	44	316
MAY	14490	38	316
JUNE	13535	18	316
JULY	12123	22	316
AUGUST	14402	29	316
SEPTEMBER	12700	9	316
OCTOBER	12826	32	316
NOVEMBER	13021	11	316
DECEMBER	12889	6	316
TOTALS			
