CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-176
An Agreement for Residential Curbside Trash and Recycling Collection Services

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2020-176 Ordinance; Contract; WCA Proposal Submittal; Bid tabulation

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and Waste Corporation of Missouri LLC (WCA)

BACKGROUND
On April 1, 2016, the City started the current residential trash franchise. This was a five (5) year contract that provided the citizens of Joplin with a low and steady price for the first two years, and no more than a 2% increase on these services through years three (3) through five (5). The current contract with Republic Services agreement (Ordinance 2016-103) will expire on March 31, 2021. The current price of trash service is $12.41 which includes the $.55 administrative charge and optional $4.95 for recycling.

On October 9, 2020, proposals were accepted from three solid waste management companies. Waste Corporation of Missouri LLC was selected and recommended for the lowest price for services to the citizens of Joplin for the curbside residential trash and recycling pick-up. The price for the citizens beginning on April 1, 2021 will be $11.93 (which includes the $.55 administrative charge), and optional $5.25 for recycling and $5.00 for each additional trash cart after two. These fees will remain in effect for the first two years of the agreement and then WCA may request a maximum increase of 2% between years 2-5 with the agreement ending on March 31, 2026.

All WCA carts and containers will be delivered by WCA or their subcontractors and shall remain the property of WCA throughout the contract. WCA will be responsible to keep carts and containers in proper working condition.

The City of Joplin shall be responsible for the billing and collection charges for the solid waste collection and disposal services through the monthly residential utility bill. The current billing and administrative fee of $.55 will be included on the utility bill and will be retained by the city to offset the cost to the city for administering the residential trash service.

FUNDING SOURCE
Solid Waste

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

1 ORIGINAL DOCUMENT UNBOUND

5 BID DOCUMENTS BOUND

1 THUMB DRIVE COPY



CITY OF JOPLIN

PROPOSAL FOR RESIDENTIAL WASTE & RECYCLE SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

October 9, 2020

October 9, 2020

City of Joplin
David K. Hertzberg - Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #101-2020

Dear Mr. Hertzberg,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #101-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial five (5) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-849-6988, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

Max Murray

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

BID SUBMITTED BY

Waste Corporation of Missouri LLC

Name and Address of Proposer:

Waste Corporation of Missouri LLC
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650
TIN 76-0657707

Authorized Representative:
Randy Thompson – Region I
District Manager, Missouri South
417-851-1915
rthompson@wcamerica.com

Contact for RFP:
Max Murray
Regional Municipal Marketing
417-849-6988, fax 417-832-0650
mmurray@wcamerica.com

Service Contact:
Bryan Franks
Assistant District Manager
3700 West 7th Street
Joplin, MO 64802
417/866-9537
bfranks@wcamerica.com

Dan Boley
Joplin Hauling Manager
3700 W. 7th Street
Joplin, MO 64802
800-747-7701
dboley@wcamerica.com

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Bid Bond, Notarized Affidavit of Compliance, E-Verify, Certificate of Good Standing, W-9, Equipment to Be Used, Municipal References, Facilities to be used, City License, etc.

8 CITY OF JOPLIN ADDENDUMS TO RFP 101-2020

TAB 1

Letter of Transmittal

Secretary's Certificate

October 9, 2020

City of Joplin
Attn: David K. Hertzberg, P.R.
Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 101-2020

Dear Mr. Hertzberg.

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the City of Joplin for waste hauling and disposal services as well as recycle and yardwaste collection. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the community's needs.

As WCA's District Manager for Missouri-South, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It is our promise to you that we will uphold the stringent standards that the City and its residents expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into any new marketplace we anticipate expanded challenges in improving our labor performance and adherence to service standards as expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the residents of the City of Joplin.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a professional Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise. With WCA's current Hauling Facility located in the City of Joplin, our emergency response services are fast and effective as proven by our performance following the Joplin Tornado in May of 2011. WCA worked hand in hand with FEMA to construct and operate an open-air transfer station to perform emergency recovery services for the Community.

I want to thank you for the opportunity to be of service to the Citizens of Joplin as well as the opportunity to build a long-lasting partnership with the City.

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri as well as the City of Kansas City, which utilizes WCA's recycle services for over 110,000 residential customers.

After reviewing our proposal, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the City of Joplin into the future. Should there be any questions regarding our response, we would welcome the opportunity to answer any questions.

Sincerely,

Randy Thompson
District Manager WCA MO-South
Waste Corporation of Missouri, LLC

CERTIFICATE OF AUTHORITY.

WASTE CORPORATION OF MISSOURI, LLC

OFFICER'S CERTIFICATE

September 10, 2020

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected and qualified (i) Vice President, General Counsel and Secretary of Waste Corporation of Missouri, LLC, a Delaware limited liability company that is authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("WCA - Missouri"), (ii) Senior Vice President – General Counsel and Secretary of WCA Waste Corporation, a Delaware corporation and the parent company of WCA – Missouri ("Parent"), and (iii) Vice President, General Counsel and Secretary of WCA Waste Systems, Inc., a Delaware corporation and the sole member of WCA – Missouri ("Waste Systems").

The undersigned further certifies that:

1. WCA – Missouri is a wholly-owned subsidiary of Parent and Waste Systems.

2. Parent and Waste Systems conduct their solid waste collection, disposal and recycling business in the State of Missouri through and under WCA – Missouri.

3. Randy Thompson has been duly appointed and qualified and is currently serving as a District Manager of WCA – Missouri and, in such capacity, Mr. Thompson is an authorized agent and representative of WCA – Missouri (as well as Parent and Waste Systems) with respect to all business activities and contractual matters of WCA – Missouri.

4. Pursuant to resolutions duly adopted by Waste Systems, as the sole member of WCA – Missouri, and in accordance with WCA – Missouri's Operating Agreement, Mr. Thompson has been duly authorized and empowered to negotiate, enter into and execute, in the name and on behalf of WCA – Missouri, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of WCA – Missouri, Parent and Waste Systems in connection with operations and activities of WCA – Missouri in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of WCA – Missouri, Parent and/or Waste Systems in connection with any municipal bids or RFPs in the State of Missouri.

5. As is common in a holding company organizational structure, Waste Systems performs consolidated billing, collection, cash management and banking services for Parent's subsidiaries, including the billing and collection of amounts owed to WCA – Missouri under municipal contracts pursuant to which WCA – Missouri performs solid waste collection, disposal and recycling services. Accordingly, any invoices or other billing statements from Waste Systems and all payments made to Waste Systems pursuant to such invoices and other billing statements are and will be deemed valid and authorized invoices from and payments to WCA - Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of September, 2020.

By: _____

Name: Michael A. Roy

Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

TAB 2

OVERVIEW

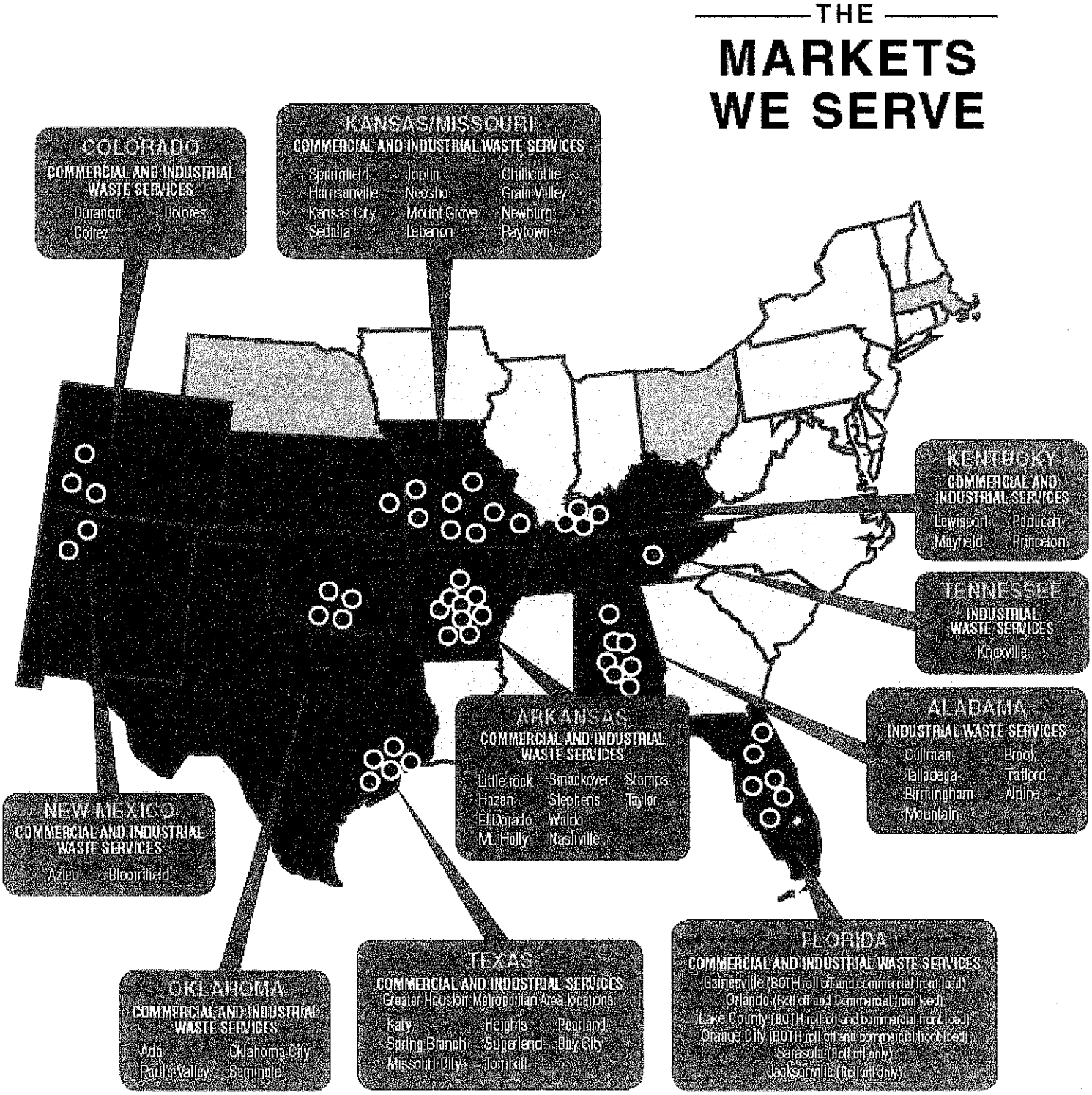
Corporate Structure WCA

Missouri-South Summary

Staffing

Scope of Work

WCA Waste Corporation



WCA Company History:

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable, and dedicated Corporate based staff. As of January 1, 2019, WCA is providing services to over 650,000 residential, commercial, industrial customers. With over 950 collection trucks with 1,700 employees, WCA owns and operates 21 landfills, 28 transfer stations, 5 energy recovery stations, and 33 collection facilities in 11 states as well as 2 fully operational MRF's.

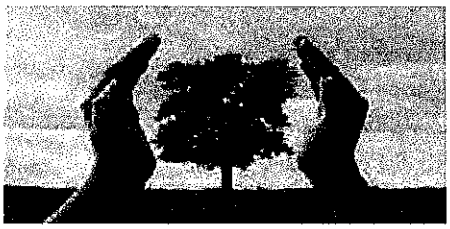
WCA C.A.R.E.S.

WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and includes two beautiful lakes. WCA takes pride in giving back to the communities it serves and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity- backed consolidators and privately-held family operations.

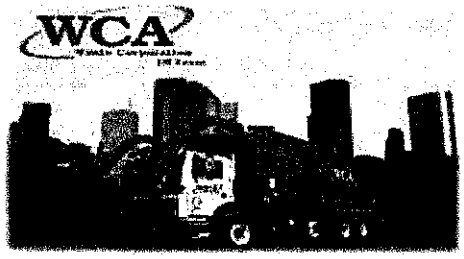
WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



Relevant Developer Experience

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).



Missouri-South Management Summary:

Randy Thompson – District Manager – Missouri - South

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience encompassing transfer station operations, hauling company operations, and landfill operations. Randy is responsible for multiple municipal solid waste landfills, transfer stations, and hauling companies providing solid waste collection, recycling and disposal services throughout Missouri, Kansas, Kentucky, and Tennessee. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

Bryan Franks – Assistant District Manager / Municipal Liaison Missouri - South

Bryan is the District Operations Manager of WCA Waste Corporation's Missouri South District. Bryan has over 13 years experience in the waste disposal industry with professional experience managing hauling operations, transfer stations, landfill operations, material recycling facilities, and municipal contracts. As the District Operations Manager, Bryan is responsible for 2 municipal solid waste landfills, 6 transfer stations, and 5 solid waste hauling divisions providing solid waste collection, recycling and waste disposal services. Bryan's experience in the waste industry began with Republic Services and later with Clean Harbors.

Lana Alderdice – District Sales Manager of Missouri South & Kentucky Districts

Lana is the District Sales Manager which covers marketplaces in Missouri, Kansas, Kentucky, and Tennessee. Lana's experience includes over 25 years of solid waste industry experience in various positions. Lana is responsible for directing the development of Sales and Marketing initiatives across the District and for maintaining relationships with both Municipal and Open Market customers. Lana's experience in the waste industry began with United Waste and has continued to include sales managerial positions with USA Waste and Republic Services. Lana has completed numerous continuing education courses ranging from those specific to

the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

Max Murray – Municipal Marketing Manager

Max Murray has been involved in the waste industry for 50+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

Matt Sanders – District Director of Engineering and Compliance

Matt Sanders has been in the Solid Waste Industry for 20 years. He spent 6 years with Waste Management and 20 years with WCA Waste Corporation. In addition to District duties covering multiple sites, Matt is currently Landfill Manager of WCA's Oak Grove Landfill located in Arcadia Kansas. Matt has been involved with all aspects of daily Landfill operations starting out as general labor and working up to Landfill Manager in 1999. In 2007 Matt was involved in the Transfer Station construction in Labette County KS and currently serves as the manager of the facility along with his Landfill responsibilities. In 2010 Matt worked alongside Enerdyne Power Systems to bring the gas-to-energy facility online at the Oak Grove Landfill. Matt has attended the SWANA Managers of landfill Operations course and participates annually at the KDHE SWANA Training courses. Matt has attended the EPG Companies Pump Service School and has been involved with the installation of multiple EPG pumps, control panels and sumps.

Marcus Gardner – South District Drive Trainer

Marcus has held various positions with WCA including route driver, dispatcher, Supervisor, and driver trainer. Marcus has filled the roll as Safety coordinator for Missouri – South District for three years with superior performance in accident prevention and driver safety training. Work experience includes responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Marcus covers regulations dealing with OSHA as well as DOT regulations including highway transportation and hours of service.

Dan Boley – Operations Manager of Joplin Hauling

The Operations Manager for WCA is Dan Boley who has been with the Company since 2017. Dan has over 14 years' experience in operational management with the most recent in the waste disposal industry. Dan has served in many different capacities for WCA. Dan has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As Operations Manager, Dan is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Dan's responsibilities encompass 7,200 sq mi market area, stretching from east of Sarcoxie to Neodesha Kansas and from the Arkansas border to north of El Dorado Springs. Dan fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

Scope of Work;

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and its residents. WCA will work with the City through the entire process keeping the City updated on all facets of the transition. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the residents have grown accustomed to receiving. WCA understands the importance of customer service and meeting the needs of the community.

Customer Service – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is always expected to conduct his or herself in a professional manner.
- CSR's work together with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information, we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The Site Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your community and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via our website, customized flyers, and individual correspondence.

As an outsourced service provider, we understand that we are a critical extension to the City of Joplin, and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a transparent transition and that we will exceed your expectations.

WCA shall have both the Assistant District Manager, Bryan Franks, and Site Manager, Dan Boley, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with appropriate City designee** each day services are performed to ascertain that the Community's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific "in house" Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City or Community. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. Site Manager, Dan Boley, shall be the assigned point of contact for all City of Joplin operational requests.

WCA's local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Friday, 8:00 a.m. to 5:00 p.m., with the transfer station operating Monday through Friday, 8:00 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Residential Contract, WCA would immediately begin staffing increases in route personnel to consist of an additional five (5) route drivers and one full time cart delivery/fill-in driver.

Solid Waste Collection



Residential Solid Waste collection is done in many ways; from collection at the curb in plastic bags to fully automated cart systems. WCA will try to adhere to the same residential routes that the City is currently running to minimize any confusion to the residents.

WCA's residential service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's selection, through this proposal process, WCA has the ability to meet your needs.

WCA and its team of professionals will be instrumental in implementing and enhancing a City-wide recycling program. Education is the key element in a successful recycling program. WCA has residential, school, business recycling and special event recycling programs. Community awareness and involvement is important and WCA will get involved with the City and community to promote the importance of recycling. When starting recycle programs or adding new materials to be accepted, WCA will be able to draw upon a wealth of marketing and promotion experience.

WCA has partnered with many organizations to provide comprehensive recycling solutions and to meet the needs of its customers.

Bulky Waste Collection Services

WCA will provide daily collection services for residential bulky items. Residential bulky waste will be removed on the normally scheduled service day by the regular route truck or by use of an available rear load truck if the bulky items are too large for the normal service vehicle. These special services will be performed at no additional charge to the City of Joplin per the RFP #101-2020.

Safety – *A Company Wide Initiative*

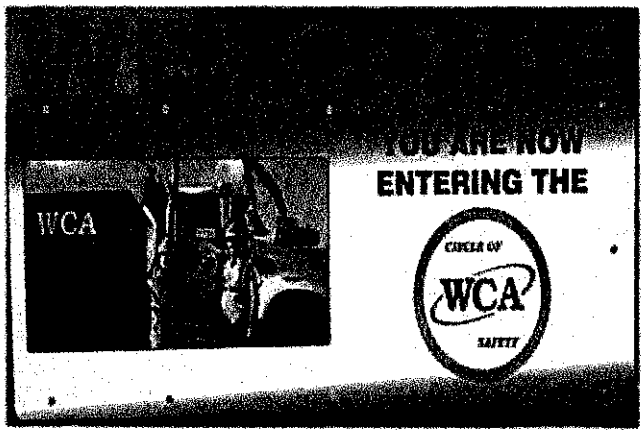
Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you must practice what you preach in safety and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

Safety - Training & Education

WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**





Maintenance Operations

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed daily to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information are uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts, and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

Emergencies – Storms – Hurricanes *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these

emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a second Transfer Site, three scale staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris - 53,900 tons of material and shipped 45 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially, but through the personnel, experience, and customer service, WCA is the preferred decision for the City.

WCA is there to get the job done *"right the first time*!"

TAB 3

REQUIREMENTS

Section 1.3

Section 2.8

1.3 Requirements;

1.3 1 a – c; WCA shall provide residential waste removal services to all residents within the City Limits of Joplin utilizing a WCA supplied 95 gallon plastic cart. All routing shall mirror the existing days of collection as currently outlined in the City website for residential waste collection and residential routes shall be operated five (5) days per week. All solid waste is to be placed within the cart provided with any "extra" materials for removal being placed beside the cart, contained in extra bags or bundles. Bulky items for collection shall be placed alongside the waste cart at the curbside for removal. All "extra" waste as defined in the City RFP, up to 1 cubic yard in volume, shall be removed on the normally assigned collection day at no additional charge. Extra waste exceeding 1 cubic yard in volume or bulky items such as couches, mattresses, etc... shall be removed on the normally scheduled service day with residents being required to notify the Contractor for such removal in advance so additional personnel or equipment can be dedicated to the service as needed. For exceptional quantities of bulky waste or items to large / heavy for one person to handle, Waste Corporation shall utilize a separate truck to remove such waste on the normally scheduled service day.

Customers desiring to recycle shall be supplied a 95 gallon recycle cart as well as detailed information regarding the types of materials considered to be acceptable including, but not limited to, those detailed in City RFP #101-2020. WCA utilizes a single stream recycle system that allows for all materials to be commingled into one collection container without any segregation of materials. In the event a resident creates recycle volumes exceeding the carts capacity, overflow materials can be placed by the cart for removal by Contractor driver, or additional recycle carts can be requested. Both waste and recycle services shall be provided on the same day.

Any materials qualifying as yardwaste shall be placed at the curbside with the normal solid waste for removal. Because all waste is being transported to a State of Kansas disposal facility, all yardwaste can be commingled with normal household refuse. Yardwaste will be collected on the same day as solid waste and recycle.

All solid waste, yardwaste, and recycle materials shall be directed to WCA's Joplin Transfer Station, located at 3700 7th Street, Joplin, MO for processing or transportation to a landfill or MRF facility.

1.3 2 a – f; WCA shall offer residential recycle service to the residents of the City of Joplin utilizing a WCA supplied 95 gallon plastic recycle cart service once (1) per week on the same day as normally schedule solid waste removal. The recycle cart will be blue in color with a yellow lid. The recycle service is a "Single Stream" service allowing all acceptable recycle products to be commingled into a single cart, thus requiring no customer separation of individual products. The types of materials collected by WCA are detailed, but not limited to, the list of materials as illustrated by the residential recycle brochure as shown at the last of TAB 4. Excess quantities of recycle materials exceeding the cart volume may be bagged or bundled and placed beside the recycle cart on service day for removal. Additional recycle carts shall be available upon request.

All residential recycle products collected by WCA shall be transported to the Joplin Transfer Station for consolidation into larger loads and shipping to a legally permitted Material Recycling Facility (MRF).

1.3 3; WCA shall provide 95 gallon capacity carts for residential solid waste and recycle collection to maximize the quantity of materials contained in each unit. Carts furnished shall be differentiated by the color of lid mounted on the equipment. Carts for recycle use shall have high profile yellow lids with information detailing the recycle products allowable glued to the top of the lid for high visibility. Solid waste carts shall be all blue in color. All equipment shall be delivered prior to a contract start of April 1st, 2021.

1.3 4; It would be the intent and preference of WCA and the City of Joplin to encourage the containment of all residential waste and recycle materials in Contractor provided carts. Both Option 1 and Option 2 of the City RFP have provisions for residents to request additional carts for containment of such materials. In the event occasional "overflow" of materials are experienced, residents may place bagged or bundled products beside the appropriate cart (trash or recycle) and WCA will remove them on the scheduled service. All excess trash, yardwaste, or bulk materials are to be boxed, bagged, or bundled at the resident's expense prior to service.

1.3 5; Valet, or roll out service, shall be made available to any residential unit in which all occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place or remove their waste and / or recycle containers to and from the curbside or adjacent alley. Valet service shall be supplied from the house side to the service area and returned to the house side following service. Residents shall be supplied 95 gallon carts identical to those used for normal curbside service.

1.3 6; Hours of Collection shall be deemed to be from 6:00 a.m. to 7:00 p.m. and all routes shall be so constructed as to be performed within the stated hours of service. In the event of inclement weather or conditions beyond the control of Contractor, the City shall be contacted and a plan to rectify the situation put into place and communicated to all parties.

1.3 7 a-b; WCA shall mirror the daily service schedule as currently in use by the incumbent waste provider and published on the City of Joplin website. Recycle, yardwaste, and solid waste routing shall be provided in the same area and on the same day to limit customer confusion and limit truck traffic caused by multiple service days. New units shall be serviced in the specified areas at the same cost as listed in contract documents.

1.3 8; Quality Control / Complaint Resolution:
Waste Corporation shall implement and maintain throughout the contract term a reasonable quality control system that identifies and results in correction of potential and actual problem areas throughout the entire contract term. Records of reported service issues, either by the City or WCA employee, shall be addressed or resolved in a timely manner to the satisfaction of both parties. All such records shall be kept in a customer file pertaining to the City at WCA's office facilities. Any issue that cannot be resolved amicably shall be addressed with the City designee with the City acting as final arbitrator over the resolution.
Waste Corporation shall be vigilant in identifying, eliminating, and effectively managing those hazards and risks associated with the work necessary to perform services as required under the City Contract. It

shall be the Company's express goal to conduct its work safely and in a manner that promotes "Zero Harm" to the environment, citizens, property, and employees of the Contractor.
Waste Corporation shall remain in compliance with all Local, State, and Federal rules and regulations pertaining to the operations of a waste removal business.
Waste Corporation's designee shall contact the City appointee each day service is being performed to identify, report, or resolve any reported issues. The Drivers shall provide a list of issues experienced while running the routes and identify whether the issue has been resolved or needs City follow-up. If the City has received a report of "missed service" the driver shall resolve the situation the same day or next day. Locations with excessive residential trash shall be identified to the City by address but the driver is responsible to service the resident, clean the area as best as possible, and monitor – report future instances for the supplying of more service. Any issue or complaint that cannot be immediately resolved by the driver to the City's' satisfaction shall be relayed to the WCA contact responsible for communication with the City and addressed within 24 hours with the appropriate representative.
WCA's local office is located at 3700 W 7th Street, Joplin, MO. and will be open to the public 8:00 a.m. to 5:00 p.m., Monday through Friday. Local phone, as well as 800 numbers, shall be listed for contact during the week with answering machine messaging available for holidays listed as being closed or off duty hours. Additionally, a dedicated email address shall be created for the City of Joplin which will be directed to multiple parties within WCA to ensure all questions or complaints are addressed and resolved in a timely manner per RFP requirements.
Any claim of property damage shall be reported to the City designee as soon as possible with all follow- up investigations and resolutions being recorded, documented, and forwarded to the Director of Public Works or his designee. Any damages deemed the responsibility of WCA shall be repaired or addressed within seven (7) days unless extenuating circumstances delay such resolution.
Upon award of contract and assumption of services, all existing resident accounts shall be notified of complaint reporting procedures with appropriate contact information. New residential accounts shall be provided information of like nature and annual mail-outs shall be sent to City residents and updated as needed.

1.3 9; WCA shall performed all contracted services with the City of Joplin in compliance with the City's "Quality of Performance of Contractor" requirements and stipulations as detailed in the City RFP #101- 2020.

1.3 10; WCA acknowledges that the City of Joplin shall be the billing agent for all contracted services and shall assume the responsibility to issue monthly payments to WCA for all billing collected. WCA shall abide by the payment terms as detailed in the City RFP for Billing and Collection.

1.3 11; WCA has committed to annual charges for services as detailed in the City "Offer and Schedule of Fees and Expenses" as recorded in RFP #101-2020. Fees as quoted shall be firm and fixed for year's one and two with annual increases of 2.5% in fees to be implemented annually at the beginning of year's three, four, and five.

2.8 Required Information:

2.8 a; Itemized list of Contractor's equipment to be used or available...

- REFER TAB 7 - List of proposed equipment

2.8 b; Copy of Proponent's latest available certified financial statement.

- Refer TAB 6 - Certified Financial Statement included in thumb drive and considered to be Confidential and Proprietary to Contractor.

2.8 c; Evidence Proponent is in Good Standing .....

- Refer TAB 7 - Certificate of Good Standing, permits, and licenses documents.

2.8 d Evidence that Proponent has been in existence as a going concern for more than three (3) YEARS...

- Refer TAB 2 - Corporate History as detailed in prior existence and history.

2.8 e; Minimum of three (3) Municipal References ...

- Refer TAB 7 - Municipal References detailed as such.

2.8 f; Information regarding landfills, MRF's, etc. to be utilized ...

- Refer TAB 7 - Detailed list of Landfill and MRF facilities.

2.8 g; Additional information ...

- Refer TAB 7 – E-Verify, W-9, etc...

2.8 h; Pending or existing litigation ...

* None

TAB 4

TECHNICAL INFORMATION

SECTION 3.0

3.0 Response to Minimum Requirements

RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3. B. 2. c Provide a description of the public response / involvement program you will employ, including notification of changes in service, complaint response, etc.

- WCA shall provide relevant service and contact information for the City of Joplin to post on the City website for citizen's to use for information, point of contact, etc.... in an effort to inform the citizenry of the Contract provider changes as well as any additional services available to the residents. Public service announcements shall be issued to inform residents of projected equipment delivery dates and any routing changes that may be necessary. WCA shall develop an email address specifically for the Community of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to mirror the existing service areas for each day's pickup as currently shown on the City website, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Survey cards shall be mailed to City residents asking for contact information to allow WCA to implement "robo calls", via cell, text, or email, to forewarn residents of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. d Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

- Waste Corporation shall observe the following three (3) Holiday's each year:

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs. It shall be the intent of Waste Corporation to make certain each customer is serviced once per week as normally scheduled.

  In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. Residential / service information shall be made available to the public via existing communication resources through the City website, public service announcements, robo calls, etc...

  In the event of an emergency situation creating a prolonged interruption of service, residents shall be notified via public service announcements, City of Joplin website, and WCA robo calls of the plan, schedule, and time line required to normalize scheduled

services. Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station within the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. e The City desires to pursue a multi-year agreement ....

- WCA has provided appropriate pricing and anticipated future price adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 5. As specified by RFP #101-2020, the maximum annual increase to be implemented is capped at 2% for year's three, four, and five.

3. B. 2. f All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

- Refer TAB 3 - WCA has addressed all minimum levels of service required.

TAB 5

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

BID OPTION ONE:

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

1) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

ITEM ONE: Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

BID OPTION TWO:

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

2) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

ITEM ONE: Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

TAB 7

BID BOND
NOTARIZED AFFIDAVIT OF COMPLIANCE
E-VERIFY
CERTIFICATE OF GOOD STANDING
W-9
EQUIPMENT TO BE USED
MUNICIPAL REFERENCES
FACILITIES TO BE USED
CONTRACTOR LICENSE; CITY, TRANSFER STATION, LANDFILL
SAMPLE CERTIFICATE OF INSURANCE
COMINGLE RECYCLE BROCHURE
JOPLIN-EMERGENCY SERVICES 2011
SERVICE BROCHURES

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

_____

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

Michael Roy

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200654-022011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges; Vanessa Dominguez; Melissa L. Fortier; Michael J. Herrod; Terri L. Morrison; Lupe Tyler; Lisa A. Ward; Donna L. Williams; Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

To be submitted with vendor's Proposal

__X__ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri LLC

By Max Murray
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address WCA of Missouri LLC

2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: October 9, 2020

ADDENDA

Addendum No. 1 Date 08-17-2020

Addendum No. 2 Date 09-25-2020

Addendum No. 3 Date 09-25-2020

Addendum No. 4 Date 09-30-2020

Addendum No. _____ Date _____

Email mmurray@wcamerica.com

FEID No. **76-0657707**

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2020** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray who is Municipal Marketer of Waste Corporation of Missouri LLC, a corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1)that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2)that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Max Murray
Signature

Print Name: Max Murray

Subscribed and sworn to before me this 30th day of September, 2020.

Angela B. McCowan
Notary Public

My commission expires: 12/4/2020

ANGELA B McCOWAN
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Dec. 4, 2020
Commission 16019329

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    c. Institutions of higher education, State, local and tribal governments and

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 40635
Client Company ID Number: 297548

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

WCA Management Company, L.P. (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **WCA Management Company, L.P.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

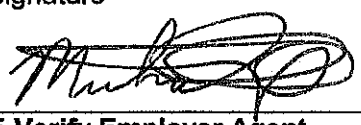
If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 40635 **Client Company ID Number:** 297548

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer WCA Management Company, L.P.	
Name (Please Type or Print) Michael A. Roy	Title Vice President
Signature 	Date 1-19-10
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Ronnie Ho	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WCA of Missouri, LLC

FL001415520

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

EQUIPMENT TO BE USED

YEAR	MAKE/MODEL DESCRIPTION	HOURS/MILES (AS OF_____)	OWN/LEASE	NUMBER OF UNITS
2020	Rehrig Pacific Carts	New	Own	35,000 +/-
2020	Autocar Xpeditor Chassis	New	Own	4
2020	Heil Freedom Bodies	New	Own	4
2020	Ford F-450	New	Own	1
2020	Autocar Rear Load	New	Own	1
2020	Autocar Xpeditor Chassis	New	Own/spare	1
2015 - 2020	Mack Rear Load	existing/spare	Own	3


WCA

Waste Corporation of Missouri, LLC



96 Gallon Recycle Cart

INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

SAMPLE CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WCA Waste Corporation 1330 Post Oak Blvd. 7th Floor Houston TX 77056 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIU Insurance Company	19399
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Underwriters At Lloyds London	15792
	INSURER E: Ironshore Specialty Insurance Company	25445
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			ENVP000026420	08/01/2020	08/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1722399	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB X OCCUR			004207601	08/01/2020	08/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC048425945 (AOS)	08/01/2020	08/01/2021	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		WC048425946 (FL)	08/01/2020	08/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Onsite Clean up Pre- Onsite Clean up New Offsite Clean up Pr	$10,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570083354394

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AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570083354394	
CARRIER: See Certificate Number: 570083354394 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC048425947 (ND,OH,WA,WY)	08/01/2020	08/01/2021		
	OTHER							
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Offsite Clean up New	$10,000,000

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Corporation of Missouri, LLC

2 Business name/disregarded entity name, if different from above

WCA of Missouri, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1330 Post Oak Blvd., 7th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77056

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	5	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

Business name . :	WASTE CORPORATION OF MO LLC		
Phone number . :	(417) 623-6620	Ctl nbr . :	3370
Location addr . :	3700 W 7TH ST		
Lic Nbr/Class . :	20 00012990 TRASH HAULER		
Issue date . . :	1/17/20 Expiration date . :	12/31/20	

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

Waste Corporation of Missouri - Joplin Transfer Station

Permit Number: 0409701
Date Issued:
County: Jasper
Solid Waste Management District: M (../swmd/distm.htm)
DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)

Contact:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

Owner:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

OAK GROVE LANDFILL PERMITS

1150 E 700 AVE

ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

Active Municipal Partnerships

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Baxter Springs
1445 Military Ave.
Baxter Springs, KS.
Mayor
620-856-2114
Customer since November, 2006

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241
Customer since July, 2016

Additional references available upon request.

Webb City
We Love It Here!
City of Webb City * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

To: **Whom it may concern**

From: **Carl Francis, City Administrator**

Subject: **Letter of Reference**

Date: **09/29/2020**

The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.

I would not hesitate to recommend their services.

Sincerely;

Carl Francis
City Administrator
Webb City Missouri

BLAKE MILLER
MAYOR

BRAD HANGER
CHIEF OF POLICE

CITY OF MANSFIELD
PO BOX 467
MANSFIELD MO 65704

TRACY DAVIS
CITY CLERK

WENDY HEYWOOD
COURT CLERK

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

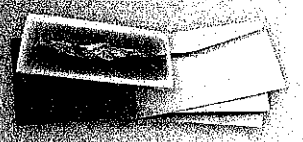
Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

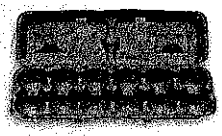
Single-Stream Recycling Guide

Save and Post!

You can now place all recyclables in one bin!



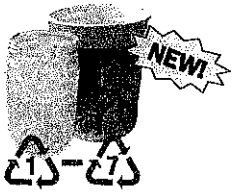
Opened mail & greeting cards



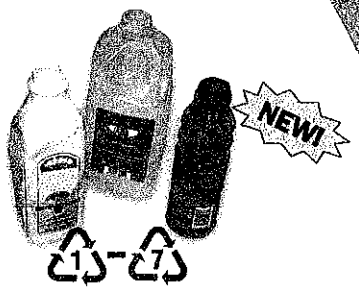
Paper egg cartons



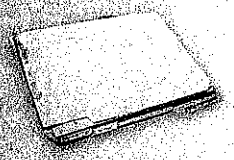
Paperboard boxes



#1-7 Plastic tubs & screw-top jars (no lids, no #7 PLA compostables, do not flatten)



#1-7 Plastic bottles & jugs (no lids, no #7 PLA compostables, do not flatten)



File folders



Blueprints



Cans (do not crush or flatten)



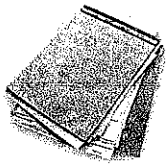
Pizza Box

NO

- plastic bags



Magazines, brochures & catalogs



White or pastel office paper



Clean, balled aluminum foil (2" or larger) and pie pans

No need to remove: paper clips, stamps, address labels, staples, tape, wire, metal fasteners, rubber bands, spiral bindings, plastic tabs.

Please flatten all cardboard boxes.

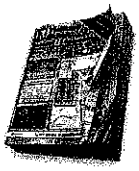
Empty and rinse all containers. Do not flatten containers.

Please follow these guidelines carefully.

- glass
- scrap metal
- Tyvek® envelopes
- plastic 6-pack holders
- needles or syringes
- paper ream wrappers
- plastic microwave trays
- frozen food, ice cream or frozen juice containers
- mirrors, ceramics or Pyrex®
- light bulbs, plates or vases
- drinking glasses, window glass
- hazardous or bio-hazardous waste
- plastics other than those listed
- tissues, paper towels, napkins
- waxed paper or waxed cardboard



Newspapers & inserts (no bags)



Phone Books



Loose metal jar lids & steel bottle caps



Corrugated cardboard & paper bags



Paper milk/ juice cartons (no foil pouches, do not flatten)

- Styrofoam® or paper to-go containers



Paper-back books



Empty aerosol cans (no caps)



plastic bags

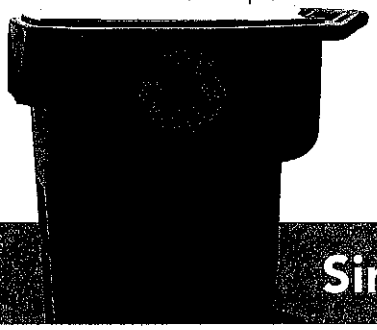




Styrofoam® & paper to-go boxes & cups



plastic caps



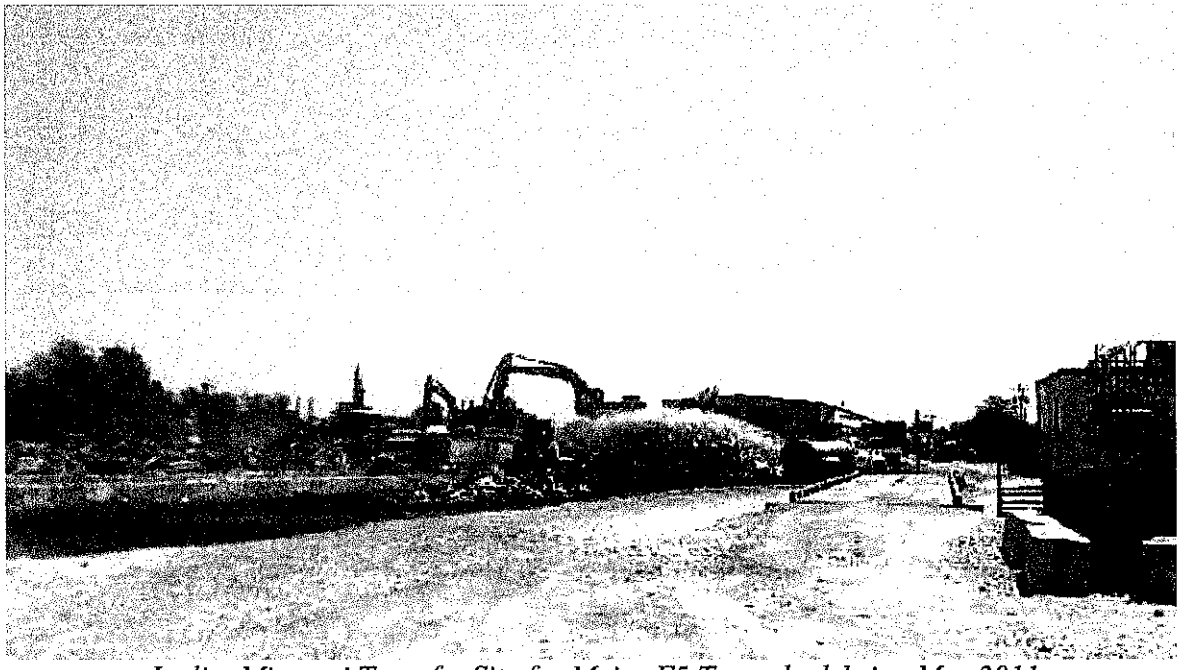
WCA

aim for zero waste

Single-Stream Recycling

Joplin Missouri
May 23, 2011 Tornado Facts

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.
- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.
- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.
- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.
- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.
- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.
- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011

NEW

New residential curbside garbage collection services are beginning April 1st, 2021.

Each household in Joplin is receiving one new trash cart and one new recycling cart, at no additional charge. Maintenance of the carts is also included.

Curbside Collection Service Provider

City of Joplin has awarded the residential contract to

WCA

to service your area. For more information about WCA, visit *www.wcawaste.com.*

WCA

Holiday Schedule

If a household's collection day falls on a holiday, collection will occur on the following business or next calendar day. For example, a household receiving Monday collection and Monday is a holiday, your collection day will be Tuesday. There will be no collection services on the following holidays:

- **Thanksgiving Day**
- **Christmas Day**
- **New Year's Day**

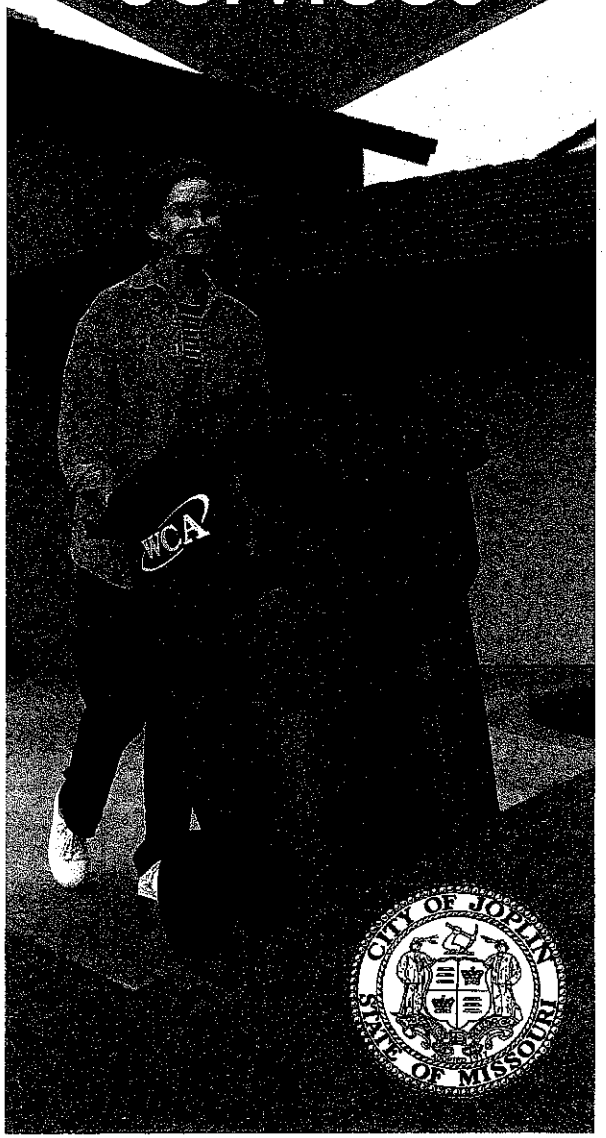
Following a holiday, residents may dispose of excess trash in plastic bags outside of their trash cart on their next scheduled collection day. For example, a household receiving Monday garbage collection and Monday is a holiday, a resident may dispose of excess trash in plastic bags outside of their carts on Tuesday.

WCA Proudly Serving City of Joplin
602 S. Main
Joplin, MO 64801

www.wcawaste.com

Guide to City of Joplin

Curbside Collection Services



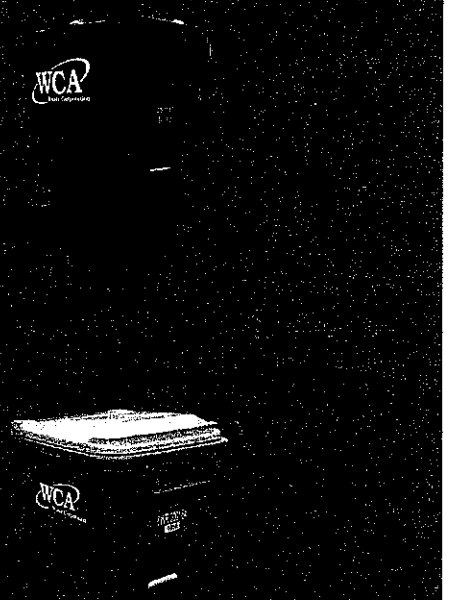
New Household Garbage & Recycling Carts

The new household garbage and recycling carts are designed to easily be collected by automated collection vehicles. These vehicles use mechanical arms, operated by the driver in the cab of the truck, that grab, lift and empty the cart and return it to the ground.

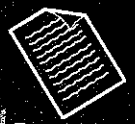
Do NOT use the carts until the start of the program on April 1, 2021.

To help the collection stay on schedule, follow these simple steps:

1. Place items at the curbside by 6 a.m. the day of the scheduled collection service.
2. Place the wheels of the carts toward the house and the arrow on the cart pointed toward the street.
3. Place the carts two (2) feet from one another and objects like mailboxes and parked vehicles.



What can be recycled with this new program?



Paper Products

All paper/fiber products (junk mail, newspapers & magazines)
Corrugated cardboard
Boxboard cardboard



Plastic Containers:

All household plastic containers marked with the recycling symbol (with or without caps)



Metal Containers:

Aluminum containers
Steel cans
Tin cans



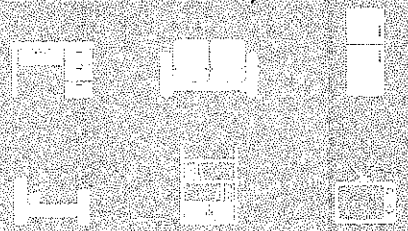
No Glass Containers:

All clear and colored glass (with or without lids)

ITEMS NOT RECYCLABLE: Styrofoam, batteries, light bulbs, plastic bags & items contaminated with food.

Bulk Waste & White Goods

Large, bulky items such as a sofa or a range, can be placed at the curb for collection. Residents can also contact WCA at 800-747-7701 to schedule a pickup. Services will be performed on the regular scheduled service day.



Additional household garbage carts are available to residents. If residents are interested in purchasing additional garbage carts, please contact WCA to set up service at

TAB 8

CITY OF JOPLIN ADDENDUMS TO RFP #101-2020

CITY OF JOPLIN
ADDENDUM NUMBER 1

Issued to all Bid Document Holders of Record.

Date: August 17, 2020

Project Name: RFP for Residential Curbside Solid Waste and Recycling Collection Service

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Change Mandatory Pre-Proposal Date to Thursday, September 10, 2020.
2) Change Proposal Due Date to Friday, October 9, 2020.

David K Hertzberg

David Hertzberg P.E.
Public Works Director

8/17/2020
Date

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray, Max Murray Date: October 9, 2020

CITY OF JOPLIN
ADDENDUM NUMBER 2

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Questions and Responses to questions arising from the September 10,2020 mandatory pre-bid meeting.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

QUESTIONS

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Friday, October 9, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. Email: dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

Questions:

1. Have there been any additional Addendums / directions posted following the original release of the City RFP 101-2020?

   Yes, Addendum # 1 is posted on the City website, which changed the date of Proposal meeting and submission dates.

2. How many customers currently have a second trash cart being service at no additional cost?

   The current vendor estimates approximately 4,000 residents have one additional cart. They also estimate about 650 residents have two additional trash carts.

3. Can the City supply the average monthly number of tons of solid waste collected from City residents?

   From August 2019 to August 2020, an average of 1,703 tons per month of solid waste has been collected from city residents. In addition, an average of 35.5 tons per month of curbside recycling was collected

4. Is residential participation in the recycle program, currently 1,650 customers, growing, declining, or steady? Over the last year, recycling customers have varied from 1,600 to 1,650 per month as shown in the below table:

october	november	december	january	february	march	april	may	june	july	august
1600	1618	1604	1610	1639	1627	1640	1639	1630	1621	1613

5. Can the City provide the average monthly number of tons of recycle materials collected from City residents?

   See the response to #3.

6. Are current recycle participants notified from the Contractor as to non-conforming materials/contaminates placed in recycle carts?

   The contractor notifies the Recycling Coordinator of a service failure at an address. If non-conforming materials/contaminates are placed in recycling carts, the contents of the recycle bin will not be collected. If a location consistently places non-conforming materials in their recycling bin, the current trash provider is responsible for handling compliance with the resident. The City Recycling Coordinator shall be notified of contaminates left in recycling bins. The City of Joplin Recycling Coordinator is prepared to assist with site visits, hand out educational recycling materials, and contact residents about these failures as needed.

7. Is there a current program/process in place to advocate residential recycle participation?

   Yes, there was initial advertising as part of the current trash contract. The city launched a campaign to advertise curbside recycling when the program began; but is not actively advertising—except for educational material posted at the Drop-Off Recycling Center. The Recycling Division

will work with the awarded Trash Service provider to advertise and advocate for curbside recycling services. The City requires the provider to promote recycling in coordination with the Recycling Coordinator.

8. Are recycle carts containing contamination products left unserved at the curbside? Is the City designee notified of such service failures?

   See the response to #6.

9. Can the City clarify how much "bulky" waste the Contractor is expected to pick up curbside from residents each week? One item? Volume & type of material?

   This could include a couch, but not more than (1) cubic yd. in total as shown on page 7 of the RFP. Bulky Trash- limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

10. Can the City clarify how much yard waste, and type of yard waste, the Contractor is expected to pick up curbside from residents each week? Limit? Bags, etc.?

    As indicated in the RFP on pages 7-9. Definitions: (b) limbs are not to exceed 50 lbs.See item v) Yard or Vegetative Waste page I for types of yard waste. The expected amount is anything that is placed in the household's trash container/carts and up to 50 pounds of additional bundled materials (limbs).

11. Can the City once again verify the amount of "bad debt" generated from Customers not paying for provided trash service?

    As shown on page 16 of the RFP, bad debt for trash services has averaged 5% since January of 2013. However, the City makes no assurance that this will be the average in the future.

12. The City RFP states the Contractor is not allowed to suspend service on non-paying accounts, what is the expected/allowed recourse for Contractor to be compensated?

    As shown on page 16 of the RFP, contractor can take any legal action against a delinquent customer.

13. Clarification Bid Option #2; If the City chooses to accept a bid that has a combined service of trash removal and recycle collection combined under one price, our interpretation of the option is that all residents will pay the same price even if they should "opt out" of the recycle participation, is that the correct interruption?

    No. Everyone pays the same amount, unless they opt out and the recycling cart is removed. Item Two under Bid Option #2 is the bid price for those opting out of recycling.

14. Assuming the interpretation of Option #2 is correct, will the City participate in surveying the residential community to ascertain the number of residents interested in subscribing to a recycle program? Needless to say. All 17,500 residents will not participate and purchase of that quantity of recycle carts left unused would be financially foolish.

    The interpretation of Option #2 is not correct. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

15. If option #2, trash and recycle service, is chosen by the City, will the free City drop-off site continue to be open?

    Yes, there are items not on the curbside recycling list that can be dropped at the recycling center.

16. Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

    See the response to #6.

17. Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

    Section 1.3, #8 paragraph two states "The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents." A good faith attempt would include returning to pick up the customer's trash, but a contractor isn't expected to return and pick up trash from customers who repeatedly miss their scheduled trash pickup times.

18. Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were.

    Yes, one fine has been levied over the last four (4) years for not fixing damage at a citizen's home within a specified amount of time.

19. A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service?

    See the response to #2.

    B. Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well.

    Residents can request one extra cart at no additional charge. Any additional carts will be assessed a fee as covered on page 21 of the RFP. Both options specify a request for a bid price for the charge for additional carts.

    C. Is there a required size of container for recycling bin?

    The only requirement is to keep uniformity with the size of carts.

20. Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service?

    Under Option 2, residents will be able to opt out of recycling and the provider will pick up the recycling cart. The monthly fee for those residents opting out of recycling will be as set forth in Item 2 of Option 2.

21. Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in?

    See paragraph one on page 20 for submission format specifications that states CD-ROM or Thumb Drive.

22. We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor.

Current price for curbside trash pickup is $12.41 which includes $0.55 administration fee retained by the City for billing services. Current recycling rate is $4.95.

23. In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy.

Page 29 of the RFP has current commercial general liability insurance (A) amount for 2020 and automobile liability insurance (B). New amounts will not be published until 2021.

24. In the event of a natural disaster, how would the City handle bulk/yard waste debris? Is that expected to be picked up as part of the contract or would that be a separate contract?

If a federal disaster declaration is issued for a local weather event, the City of Joplin would issue separate contracts for disaster debris removal. The contractor is required to remove bulk/yard waste debris per the terms of the contract.

25. In the RFP it states the notice of award would be issued January 1, 2021. How soon after would a signed contract be executed?

Upon final approval of the contract, the contract will be signed by appropriate city staff.

26. In section 1.2 BACKGROUND: It states that approximately 17,500 Residential Units are serviced weekly with standard curbside garbage collection service. The standard service includes 1 – 95-gallon cart that is provided by the hauler. Here's some points for clarification:

Is the hauler only required to collect garbage that is contained inside the cart?

No, haulers are required to collect a) bulky trash, b) bundles, and v) yard or vegetative waste that could be deposited outside the cart. Haulers my occasionally be required to collect garbage bags stacked on or next to the cart.

27. If the hauler finds loose bags of garbage outside the cart will they be required to collect them? Or, would they tag the material, leave it, and report the excess to the City?

See response to #26. Haulers are required to collect garbage bags stacked on or next to the cart and report excess trash generating households to the City for education/consultation on the possible need for additional trash bins.

28. If residents place additional containers (purchased by the resident) at the curb filled with garbage is the hauler required to empty those containers? Or, do they tag the material, leave it, and report the excess to the City?

Haulers are required to empty those containers. Haulers should report households with more than two total trash containers to the City for education/consultation on the possible need to bill per contract for additional trash bins.

29. Currently there are 4000+ residents with extra Contractor carts. Does the City have an estimation of how many residents have their own carts or bags set out each week?

No. This varies by season, as well as some holidays may see an increase in trash generated.

30. Residents are currently able to order an unlimited number of additional carts for free. In BID OPTION ONE, it explains that the standard cart is included in the monthly rate and that the resident may order one additional cart for free. The third cart would come with an extra fee. To encourage recycling, and provide a more incentivized foundation for environmentally friendly behavior, would the City eliminate the free cart and allow the hauler to charge a fee for every additional cart?

No. The City bid request is to provide one standard cart and an additional cart at no cost by request. Any additional carts will be assessed the fee as set forth in item 3 of Option 1.

31. Given the high percentage of "Renter Occupied" homes in the City, and the excessive volumes of Bulk generated by evictions/move-outs, would the City allow the hauler to establish a 3-item limit for each collection? Any additional items could be delivered by the resident/landlord to the subsidized transfer station and/or they could pay an extra fee directly to the hauler.

See response to #9. Page 7 of the RFP states: a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected. If there is an unusual number of items, this should be reported to the Recycling Coordinator who will notify neighborhood improvement officers.

In section 1.3 REQUIREMENTS, here's some points for clarification:

32. The ANNUAL RATE ADJUSTMENT SCHEDULE does not allow adjustments in years 1 and 2 and it caps the adjustment at 2% for each of the remaining years. The annual rate of inflation reported by the Department of Labor's Consumer Pricing Index for Water and Sewer and Trash Collection over the past 3 years has been as follows: 2017 = 3.4%, 2018 = 3.5%, 2019 = 3.2%. The current language places an unfair burden on the hauler. To support and maintain the mutual benefit of the partnership, would the City agree to adjust rates annually based on this CPI index for Water, Sewer and Trash Collection?

No. The annual rate adjustment schedule is listed on page 16, item 11 of the RFP. Proposers need to take this information into account when bidding.

33. In addition to BID OPTION ONE and BID OPTION TWO, can the bidder also provide an Alternate Proposal that presents additional savings for the residents?

No. The RFP only requests responses to Bid option 1 and 2 without any requests for alternates.

34. What numbers of residents, carts, recycle participants, etc. will be used in deciding lowest bidder? In other words, in BID OPTION ONE, if the hypothetical monthly price for ITEM ONE is $25, and the price for ITEM TWO is $30, and the

price for ITEM THREE is $15 would the total bid price = $70? Or would you multiply the price for each ITEM by the number of homes participating in each ITEM, then calculate an annual total? If so, to provide an "apples to apples" comparison, what number of participants should bidders use in the cost calculations for each ITEM?

Please see Addendum #3 for clarification on the bid selection process.

Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:

BID OPTION ONE:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service	17,500	Bid Price Submitted	(A) X (B)
Item Two-Recycling Service	1,650	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

BID OPTION TWO:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service and Curbside Recycling Cart	1,650	Bid Price Submitted	(A) X (B)
Item Two-Opt Out of Recycling Cart	17,500	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.

These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.

35. In Section 3.4 Criteria for Award states the contract will be awarded to the lowest bidder and best bidder. What does the City consider as the best bidder if criteria for award is 100% cost and must merely meet the mandatory requirements? Would the City consider a certain percentage to be assigned to the "best" bidder?

This is a lowest price bid. If two proposers provide equally priced bids, the City may use the mandatory requirement information to select an overall best bidder.

36. Under definitions a) Bulky Trash it states there shall be no weight limit for any item of Bulky Trash. To support the safety of our employees, would the City consider a 50 lb. maximum for each bag, bundle, or bulky item?

    See the response to #9 and #31. a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

37. Currently the City program is considered "take all". Can the City provide to the bidders the monthly tonnages of solid waste over the past two years?

    See the response to #3 and #5.

38. Due to Covid-19, cities across the nation have seen a significant rise in tonnages upwards of 30%. Will the City consider an adjustment if there is an increase in the tonnages over the first year of the new contract in comparison to the past year?

    No, the term of the contract is 5 years. The contractor assumes the responsibility for any tonnage increases caused by future events during the life of the contract other than as outlined in response #24 due to a weather-related federal disaster declaration.

39. The City currently subsidizes a drop off location (transfer station) for delivery of bulky trash and yard waste and a leaf program. Would the city consider eliminating the yard waste and/or bulky trash from the weekly trash service in order to provide cart contents only to maximize efficiencies and reduce the carbon footprint?

    No, the City intends to continue providing weekly curbside pick-up of bulky trash and yard waste.

40. On page 14, it describes the requirement for monthly reporting of the quantities of each material recycled. Because the materials are collected as "Single Stream" (all mixed together) and are delivered to a third party recycle processor where they are combined with materials from other cities, it is impossible to provide an exact number for each material. Would the city consider changing this to just the total monthly quantity of Single-Stream tons collected? Or, would the City accept the processors average tons for each material for all materials entering their facility? Another option would be to use an average "Composite Ton" breakdown that could be established on an annual basis and used to estimate volumes each month. (This is currently the most widely accepted method)

    The Proposer should inform the city in their Proposal of how they are able to provide this information. The city wants to provide the best quantitative and environmentally service possible. Single stream tones collected will be allowed.

    On page 15, it is required to have the name and phone number on equipment. Would the City consider name only on the carts provided, supervisor trucks and maintenance vehicles?
    Containers must display the company's name and phone number.

41. Under Section 9 titled Quality of performance of contractor would the City consider adding language to entire section in the event weather prevents contractor from performing?

    As included on page 20 (B)(d) of the RFP, the Proposer should include their plan in the bid package as part of the qualifications.

42. In Section 10 Billing and Collection the City will provide certain reports. Due to the number of residents, would the City consider a report showing only residents with a past due balance? Will the City provide the hauler with the name and phone number of those residents past due so hauler may attempt to make the collection?

    As shown in Section 10 of the RFP, the city is only able to generate the monthly reports shown. The receivables schedule reports those residents with past due balances only. The name, address, and phone number are included. However, the City receives billing information from the Water Company and phone numbers are not always available or accurate.

43. What currently is the process for the City to attempt to collect past due bills?

    The City's only recourse to collect past due bills is to shut off water for non-payment of sewer charges. We have no ability to shut off water for non-payment of trash charges. With that said, when a customer is shut off for non-payment of sewer charges, we also collect the trash past due balance before reconnecting the water service.

44. Will the City allow one copy of the financial statement or a summary of the statement in the proposal?

    As shown on page 18 2.8(b) of the RFP, any such requested information submitted must be included within each copy/volume.

45. Currently, residents do not pay for additional carts. How will the City notify the hauler if a resident move/relocates and is no longer being charged for an additional cart so Contractor can remove the additional cart? Will the contractor be required to notify the city of additional cart charges or will the resident contact the City when they require an additional cart?

    This item will work just as the optional recycling service works. Residents would sign up for the additional cart or recycling services with the trash provider. The resident would also stop recycling or the additional cart with the trash provider. The trash provider provides the City Finance Department with a weekly list for us to process the billing accurately. The City Finance Department provides the trash provider with a weekly listing of all closed accounts, which would signal the trash provider to pick up the additional cart or the recycling cart.

46. Would the City of Joplin provide a phone number listing of all residents in order for Contractor to do automated calls as reminders for holiday pickups or weather related, delays?

    Residents do not sign up for services with the City. We receive that information from the Water Company. As a result, phone numbers are limited and may not be accurate.

47. Given the high percentage of renter occupied properties how will the City propose to handle missing carts or relocated carts to new addresses? Would the

City consider allowing a delivery fee or removal fee once initial deliveries are completed?

As shown on page 12 (4) of the RFP, all costs for all containers/carts shall be included in the monthly fee quoted by the proponent in the schedule of fees and expenses. Stolen or damaged carts should be replaced at no cost to the citizen.

BID OPTION ONE – Subscription Recycling Requirement Clarifications:

48. Haulers are required to provide recycle collection on the same day as garbage collection. With less than 10% of the community currently participating in subscription recycling, approximately 1700 service points are spread across 5 route-days each week. This imposes an unreasonable financial burden to the hauler and inefficiently extends the number of hours the truck operates each day. To improve the mutual benefit of the program, would the City consider the following?

a. To reduce the City's carbon footprint and support the sustainability of the program, would the City consider allowing recyclables to be collected on a different day? This would enable the hauler to build the most efficient and cost-effective routing strategy.

b. If haulers are not granted the ability to reroute the recyclables to different days, would the City support a guaranteed minimum number of participants? If less than 750 residents signed up for any of the 5 route-days, the City would pay the difference.

c. To further reduce the carbon footprint of the recycling program, and to provide residents with the lowest costs, would the City consider a collection schedule that would occur on an every-other-week basis? Currently, this approach is successfully utilized in major cities throughout the country.

The City will only consider proposals based on the specifications listed in RFP# 101-2020.

49. Contamination is a serious issue when dealing with recyclables. How does the City wish the hauler to handle contamination as many times loads can be refused by the recycle processor? Would the City reimburse the hauler for contamination fees imposed by the recycle processor? Or, would the City consider a program where the City pays the processor directly for all recycle processing costs? This would provide more incentive to the City to drive participation and see a financial benefit for their progress.

See response to #6. The City will not reimburse contamination fees or pay for processing costs. The City will only consider proposals based on the specifications listed in RFP # 101-2020.

BID OPTION TWO – City-Wide Recycling Requirement Clarifications

50. It appears the intent of the City-Wide program is to support the environmental sustainability and greater good of the community, by requiring every resident to pay for recycling regardless of whether, or not, they choose to participate. Like

many government services i.e., schools, public safety, etc., this spreads the total cost of the program over the entire community which minimizes the cost for each resident. Is this an accurate interpretation?

No, this is not an accurate interpretation. See responses to #13, #14, and #20.

51. To further reduce costs to the residents, would the City consider a more exclusive cart delivery strategy? The most efficient, and mutually beneficial plan would be to promote the new program to the community and encourage them to call-in and express their interest in participating. Though every resident will continue to pay for the service, the hauler would only deliver carts where they are invited. This would support a smoother implementation while minimizing the cost to the community. If the hauler delivers 17,500 recycle carts to every home (over $1 million investment) but only 30% of homes use the cart, a significant amount of time and money would be wasted. This would also eliminate the need for ITEM TWO and the costly retrieval of the large number of homes not wanting to participate.

See the response to #14. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

52. Due to the significance of the questions asked by the bidders, would the City consider allowing additional questions once the City answers the questions provided?

No. The questions received are extensive and the responses allow vendors to respond accurately.

53. Because the actual options for bid are not clear, would the City consider delaying the bid due date in order to have bidders review the Cities responses, possibly have more questions from those answers and need adequate time to prepare the proposal documents and costs for such services?

No. Please comply dates as per RFP.

54. Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

See the response to #6.

55. Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

See response to #17.

56. Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were. See response to #18.

a. A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service? See response to #2.

b. Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well. See response to #19b(b).

57. Is there a required size of container for recycling bin? See response to #19(c).

58. Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service? Yes, see responses to #13, #14 and #20.

59. Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in? See response to #21.

60. We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor. See response to #22.

61. In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy. See response to #23.

62. Who is the current hauler and what is the current breakdown of rates for residential garbage, recycling, bulk waste and yard waste collections, respectively?

See response to #22. Current trash provider is Republic Services.

63. Please confirm whether the yard waste and trash mix inside the cart.

Yes. See response to #27.

64. What is your policy on recycling? How do you handle it? Do you pick it up more than once and the container situation?

Currently, recycling is picked up the same day as the trash in a separate container that is marked differently than trash.

65. On Page 12 item 4. The last statement is that no bag trash is allowed. Are we talking that everything must be in the cart of biodegradable bags?

The City's intention of this statement is that the proponent must provide carts as a part of the contract. See response to #27.

66. On item 5 the Valet service. How many residents?

Currently, we have 827 residents needing valet service.

67. Are the collection routs on the web site up to date and accurate?

We will provide a map with addendum # 2.

68. Does the city have a preference as to if the carts are 95 gallon or 65 gallon?

See the response to #19b (b).

69. Does the proposal need to be spiral bound or 3 ring?

The responses should be bound so nothing is loose.

70. Can they be double sided or does it matter?

It doesn't matter, but each section needs to have separation.

71. What about the financial statement? I know it was an issue last time. Do you need it for every single property as some of them are rather big, or would it be ok to present one of the financial statements?

See response to #45

72. Can there be an Option #3 as part of their Bid Option.

No. The only two Options are Option #1 & Option #2.

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 25, 2020

David K. Hertzberg, PE
Director of Public Works

9/25/2020
Date

City of Joplin Residential Trash Collection Map

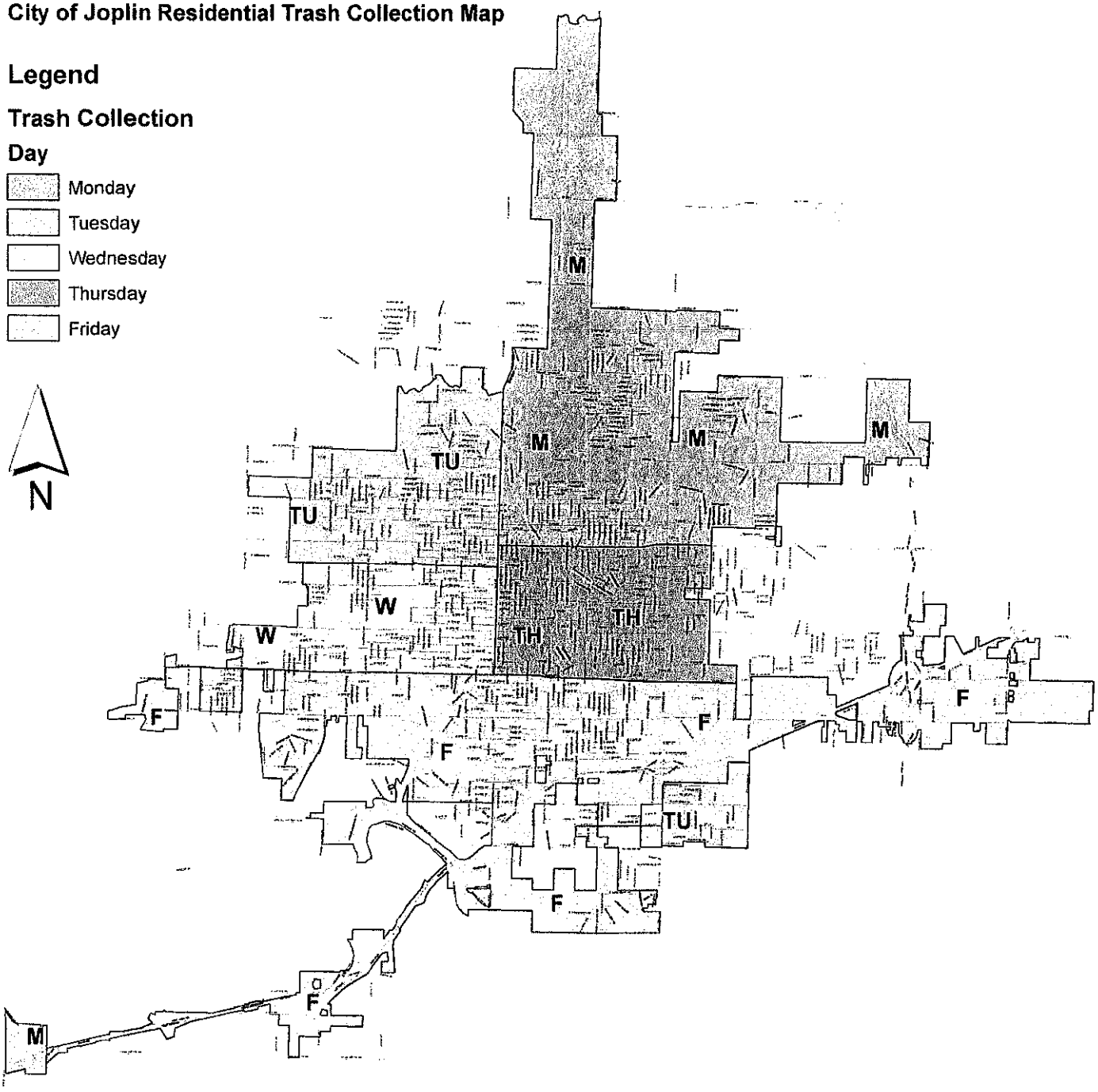


Exhibit B

CITY OF JOPLIN
ADDENDUM NUMBER 3

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Bid Selection Clarification .

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Friday, October 9, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. **Email:** dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

BID OPTION ONE:

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

BID OPTION TWO:

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

2) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential

curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

ITEM TWO: For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

ITEM THREE: Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:

BID OPTION ONE:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service	17,500	Bid Price Submitted	(A) X (B)
Item Two-Recycling Service	1,650	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

BID OPTION TWO*:

DESCRIPTION	AVERAGE MONTHLY UNIT (A)	BID PRICE PER MONTH (B)	TOTAL AVERAGE PRICE PER MONTH
Item One-Trash Service and Curbside Recycling Cart	17,500	Bid Price Submitted	(A) X (B)
Item Two-Opt Out of Recycling Cart	3,300	Bid Price Submitted	(A) X (B)
Item Three-Addtl Carts	650	Bid Price Submitted	(A) X (B)
Total Average Monthly Bid Price			Total Item One through Three

****Bid Option Two-Contractor could deliver up to 17,500 recycling carts, in addition to the solid waste cart, to all residential users and then remove the recycling carts for those households opting out of this service. It is unknown how many residents will opt out of the recycling service.***

Exhibit B

Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.

These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.

David K. Hertzberg, PE
Director of Public Works

Date 9/28/2020

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 28, 2020

CITY OF JOPLIN
ADDENDUM NUMBER 4

Issued to all Bid Document Holders of Record.

Date: September 30, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Clarification of Addendum 3

1. In "Bid Option 2" it shows that each of the 17,500 homes will use a cart for trash but it also states that the hauler "could deliver up to 17,500 recycle carts". It was our understanding from Addendum 2 that there would be a sign-up period prior to the April 1st start date. Our interpretation is that the City will invite residents to participate in recycling, and based on their response, provide the hauler a list of participants who have chosen to receive a cart. Is this true or are we required to deliver a cart to every home then adjust the number downward as residents express their choice to "Opt Out"? **Bidders should anticipate delivering 17,500 recycle carts and trash carts to all residents, even though the City will try to determine a more precise number there is no guarantee that will occur.**
2. For residents who "Opt Out", would they then move forward with only 1 trash cart and pay a fee for all additional carts if needed? In other words, "Item Two" would only cover 1 cart and "Item Three" would cover each additional cart? **No, for those residents that opt out, they would still be able to get two free trash carts and pay for any additional carts after the first two.**
3. It appears that the only difference between "Bid Option One" and "Bid Option Two" is that "Bid Option One" has up to 2 carts for trash and Bid Option 2 has only 1 cart for trash and one cart for recycling. Both options would give residents the choice to participate or not participate in recycling. Is this correct? **No. Bid Option 2 still includes two free trash carts.**
4. There is a significant difference in the number of carts and trucks needed to service the 1,650 recycle participants currently receiving service, and the 14,500 that the City is projecting will want to pay extra for the service. It could amount to over $1,000,000 in additional capital costs. This is an unusual and risky requirement for the bidders with no guarantee that all 14,500 will participate. To reduce the financial risk of the City's numbers being wrong, and to minimize the cost to the residents, would the City consider eliminating any requirement to deliver recycle carts to homes that have not confirmed their choice to participate? Otherwise, we would need a guaranteed number of participants (amount of revenue) to insure that we are receiving an acceptable return on our capital investment. Or, would the City consider purchasing the recycle carts? No, the RFP is requesting a price for the trash company to deliver both carts to all

residents and then remove them for those residents that opt out. Please bid accordingly as stated in the RFP.

5. Currently carts being used for the Joplin contract do not contain phone numbers. The bid specs include outdated language that requires haulers to attach phone numbers to their carts. With modern advancements in technology, companies are easy to find. Can this requirement be eliminated? Answered in Addendum #2.
6. Could contractor provide one electronic copy of their financial statement in their package rather than 6 printed copies with several hundred pages? Answered in Addendum #2.
7. Because of the questions arising from the interpreted changes in the bid specs, and the fact that the actual bid options/intent has changed, would the City postpone the due date for two weeks? Bid due date is not changing.

David K. Hertzberg, PE
Director of Public Works

Date 9/30/2020

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 30, 2020

BID SHEET

Contractor	Base Bid	Customers	Option 1	Avg. Monthly Cost	Yearly Total
Current	Trash	17500	$11.86	$207,550	$2,490,600
	Recycling	1650	$4.95	$8,167.50	$98,010
	Add. Cart	650	$0.00	$0.00	
Total					**$2,588,610**
WCA	Trash	17,500	$11.38	$199,150	$2,389,800
	Recycling	1,650	$5.25	$8,662.50	$103,950
	Add. Cart	650	$5.00	$3,250	$39,000
Total					**$2,532,750**
Republic	Trash	17,500	$11.58	$202,650	$2,431,800
	Recycling	1,650	$10.97	$18,100.50	$217,206
	Add. Cart	650	$3.00	$1950	$23,400
Total					**$2,672,406**
Meridian	Trash	17,500	$14.50	$253,750	3,045,000
	Recycling	1,650	$6.25	$10,312.50	$123,750
	Add. Cart	650	$4.00	$2,600	$31,200
Total					**$3,199,950**
Shorts	No bid		No bid	No bid	No bid

Bid Option #1 requested Proposers to bid curbside trash and recycling pick-up. Each bid included a free extra trash cart with the bid. Currently, each citizen pays $12.41 a month for their trash and $4.95 for recycling for the citizens who have chosen that item. With the winning bid, the citizen's cost for trash will be $11.93 for the first two years of the contract. Those who choose recycling will pay $5.25 for the first two years. In years 3, 4 and 5 the rate of each will be raised by 2% annually.

Inflationary Adjustments over five-year contract period shown below for Option #1:

Contractor	2021	2022	2023	2024	2025
WCA	$2,532,750	$2,532,750	$2,583,405	$2,635,073	$2,687,774
Republic	$2,672,406	$2,672,406	$2,725,854	$2,780,371	$2,835,978
Meridian	$3,199,950	$3,199,950	$3,263,949	$3,329,228	$3,395,813
CITIZEN					
Trash	$11.93	$11.93	$12.16	$12.39	$12.63
Recycling	$5.25	$5.25	$5.36	$5.47	$5.58
Addl Cart	$5.00	$5.00	$5.10	$5.20	$5.30

BID SHEET

The following is Bid Option #2 which is for curbside trash & recycling, however, it details that what if each customer was delivered a recycling cart as well as their trash cart. The customer could option out of recycling if they wanted to. The contractor would be expected to deliver 17,500 recycling carts.

Contractor	**Base Bid**	**Customers**	**Option 2**	**Avg. Monthly Cost**	**Yearly Total**
WCA	Trash	17,500	$16.25	$284,375	$3,412,500
	Recycling	3300	$5.25	$17,325	$207,900
	Add. Cart	650	$5.00	$3,250	$39,000
Total					**$3,659,400**
Republic	No Bid		No Bid	No Bid	No Bid
Meridian	Trash	17,500	$20.75	$363,125	$4,357,500
	Recycling	3300	$14.50	$47,850	$574,200
	Add. Cart	650	$4.00	$2,600	$31,200
Total					**$4,962,900**
Shorts	No bid		No bid	No bid	No bid

AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of November, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and WCA Waste Corporation, a Delaware Corporation, hereinafter referred to as "WCA," and with City and WCA being referred to collectively as the "parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, WCA desires to be engaged as the City's WCA for the purpose of collection and disposal of solid waste as described in its Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected WCA as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is effective from April 1, 2021 to March 31, 2026, unless terminated as provided herein.

2. Scope of Work. WCA agrees to diligently perform in a professional and workmanlike manner the collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A, and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B. Specifically, WCA's services include but are not limited to the collection and disposal of solid waste and curbside recycling services to all single-family residential dwellings within City's current and future corporate limits. WCA will provide all labor, materials, and equipment.

3. Payment. WCA will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. Specifically, WCA's fee schedule for years one and two of this Agreement is as follows: $11.38 for curbside trash per month per single-family residential dwelling. Customers may pay for additional carts for the price of $5.00 per month per cart. Customers may pay for curbside recycling for the price of $5.25 per month. WCA's fees will increase by 2% in year three, resulting in $11.61 for trash, $5.10 for additional carts, and $5.36 for recycling. WCA's fees will increase by 2% in year four, resulting in $11.84 for trash, $5.20 for additional carts, and $5.47 for recycling. WCA's fees will increase by 2% in year five, resulting in $12.08 for trash, $5.30 for additional carts, and $5.58 for recycling. In no event will City be liable for any failure to pay WCA.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. WCA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. WCA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Insurance. Without limiting any of the other obligations or liabilities of WCA, WCA shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of WCA to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of WCA to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with City within ten (10) days of the effective date and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin, 602 S. Main St., Joplin, MO 64801.

Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php) As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…Statutory coverage per RSMo 287.010 et seq

Employer's Liability Insurance…$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars ($1,000,000.00) for all claims to property arising out of a single occurrence

and at least One Hundred Thousand and no/100 Dollars ($100,000.00) to any one owner with respect to damages to property. WCA agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers, and agents, before payment of any award, damages, costs or attorneys' fees of WCA, its employees, officers, or agents. WCA agrees to cause its insurer to name City as an additional insured on such insurance policy, including City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, WCA shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. WCA shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect City through insurance against applicable hazards or risks and shall, upon request of City, provide evidence of such insurance.

e. Legislative or Judicial Changes. In the event the scope or extent of City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Agreement by legislative or judicial action, City may require WCA, upon ten (10) days written notice, to execute a contract addendum whereby WCA agrees to provide, at a price not exceeding WCA's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

6. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, WCA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for WCA's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that

nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by WCA.

10. Certification of Non-Resident/Foreign Companies: WCA shall procure and maintain during the life of this Agreement a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo. and a certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

11. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

12. Compliance with laws. WCA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

13. Consequential Damages. In no event shall City be liable to WCA for special, indirect, or consequential damages.

14. Contract Documents. The contract documents shall consist of the following: this Agreement, Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, Request for Proposal #101-2020 Solid Waste Collection Services will prevail.

15. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

16. Ethics. WCA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WCA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for WCA, any fee, commission, gift, or contingent fee.

17. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

18. Indemnification. WCA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury

or damage to the person or property of any person or persons whomsoever, whether such person or persons be WCA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

19. Non-Discrimination. WCA agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of WCA or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Rights and Benefits. WCA's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

22. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

23. Subcontractors. WCA shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as WCA is for the acts and omissions of persons it directly employs. WCA shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to WCA by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give WCA the same power regarding termination of any subcontract as City may exercise over WCA under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

24. Termination. City may terminate this Agreement, without cause, by giving WCA thirty (30) days' written notice of the same.

25. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR WCA

BY: _____
Randy Thompson, District Manager
Missouri, South District

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

COUNCIL BILL NO. 2020-176 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Whereas, since April 1, 2016 the City of Joplin has managed residential trash service through an exclusive franchise agreement and said agreement expires on March 31, 2021.

Whereas, the City of Joplin accepted three competitive, sealed Proposals (RFP-101-2020) on October 9, 2020 for residential trash and recycling services.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" and "residential trash administration" and the FY 2021-2022 budget will provide for the same.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted collection and disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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I hereby certify that a sufficient amount is available in the solid waste fund for the sanitation charges and residential trash administration to pay the amounts called for in the referenced agreement.

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Leslie Haase, Director of Finance