City of Joplin, Missouri

REQUEST FOR PROPOSAL

RFP NO. 2026-120-1

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SUBMITTALS DUE 2PM CST, February 20, 2026

MANDATORY, IN-PERSON Pre-Proposal Conference to be held on January 21st,

2026 at 9:00 AM CST on the 4th floor of City Hall, 602 S Main St, Joplin, Missouri

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1.0 INTRODUCTION

1.1 Overview

The City of Joplin, Missouri (City) is seeking proposals from qualified waste management firms to provide Solid Waste Collection to residents. Services to be provided include:

- Residential Trash Collection Services
- Residential Recycling Collection Services
- Residential Yard Waste Collection Services
- Residential Brush and Bulky Waste Collection Services

The Contractor shall have the exclusive right to provide Collection Services within the City except as otherwise stated in this Request for Proposal (RFP).

The purpose of this section is to provide Proposers with an overview of the requested scope of services. The Proposer shall carefully review in its entirety this Request for Proposals (RFP), the Forms provided as Exhibit A, the draft Agreement provided as Exhibit C, and all other information contained herein for the complete scope of services and RFP process. Services performed will be in accordance with the final Agreement as negotiated between the City and the Proposer selected for contract award. The draft Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor to achieve the best overall value for the City. Based on its evaluation of submittals, City staff shall seek City Council authorization to enter into an Agreement. The City reserves the right to cancel the RFP at any time and to award no contract without further obligation to Proposers.

1.2 Draft Agreement

Exhibit C to the RFP provides a draft Agreement that may be awarded as a result of this RFP. It is the intention of the City for the final Agreement terms to be the same or better than those provided in the draft Agreement. However, terms of the final Agreement may be modified based upon negotiation and agreement by the City and Selected Proposer. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without further negotiation. Therefore, initial proposals should contain the Proposer's best terms.

It is the responsibility of the Proposer to carefully review the RFP and Agreement in their entirety to understand the complete scope of services and contract requirements.

1.3 Agreement Term

Unless earlier terminated in accordance with Section 38.0 of the Agreement, the Initial Term shall be for a five (5) or seven (7) year period commencing on July 1, 2026 and remaining in effect through July 31, 2031 or 2033.

The City may, at its sole discretion, specify one or more Optional Renewal Term(s) with a combined total length of not more than five (5) or three (3) years such that the combined total Agreement Term including the Initial Term and the Optional Renewal Terms(s) shall not exceed ten (10) years. The City shall notify the Contractor in writing of any Optional Renewal Term at least one hundred eighty (180) days prior to the

commencement date of the Optional Renewal Term. Unless otherwise agreed in writing, the Optional Renewal Term(s) shall be on the same terms and conditions as the original Agreement, as amended.

[Reference: Section 7.0 of the Agreement]

1.4 Overview of Stages of Procurement and Implementation

The City will carry out the procurement and implementation of the Services in accordance with the following stages.

Stage 1 – RFP Procurement Process

The RFP procurement process is the competitive procurement process by which the City will receive and review Proposals, rank the submittals and seek to negotiate an Agreement with a Selected Proposer.

Stage 2 – Implementation of the Service Agreement

At the completion of Stage 1, the City will request final authority from City Council to execute an Agreement with the Selected Proposer on final terms and conditions as approved by City Council.

2.0 DEFINITIONS

The following terms have the following meanings when used in the RFP Documents. Terms that are capitalized throughout the RFP but are not defined in this section of the RFP shall have the meanings ascribed in Section 2.1 of the Agreement.

A. Addendum (pl. Addenda) – shall mean any written revisions, clarifications or other supporting documentation on the RFP Documents issued by the City during the RFP Process and becoming incorporated into the RFP documents by reference pursuant to Section 5.4.

B. Agreement – shall mean any contractual agreement between the City and a Contractor resulting from this RFP.

C. Best-and-Final-Offer(s) (BAFO) or other written correspondence and amendments submitted by a Proposer during negotiation.

D. Contractor– shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

E. Contract Award – shall mean final authorization by City Council to award a contract for Services to a Selected Proposer.

F. Contract Rates – shall mean the unit prices proposed for Services in the Financial Proposal (Form 3), or as otherwise agreed to by the City and Contractor(s) in any Agreement developed as a result of this RFP.

G. Draft Agreement – shall mean the Draft Agreement provided as Exhibit C.

H. Evaluation Committee – shall mean the group of individuals selected by the City to evaluate RFP Submissions as described in Section 5.14

I. Financial Proposal – shall mean the pricing submitted by a Proposer in response to the RFP as submitted on Form 3 or as amended by the parties during negotiations.

J. Purchasing Manager– shall mean the City representative responsible for purchasing of goods or services that serves as the sole point of contact for Proposers pursuant to Section 5.5.

K. Proposal – shall mean an offer to provide services submitted in response to this RFP including the Proposer's initial submission,

L. Proposal Acceptance Period – shall mean the minimum 180-day period after the Submission Deadline when the Proposer's Financial Proposal remains valid as further described in Section 5.9.

M. Proposer – shall mean a firm or entity submitting a Proposal in response to this RFP including all members of the Proposer team including individual persons or subcontractors.

N. Question Submission Deadline – shall mean the deadline to submit questions on the RFP Process pursuant to Section 5.1.

O. RFP Documents – shall mean all documents included in the RFP as described in Section 5.3.

P. RFP Process – shall mean the procurement process to select a Contractor to provide services in accordance with this RFP.

Q. Selected Proposer – shall mean a Proposer selected to enter into negotiations with the City in accordance with the terms and conditions of this RFP.

R. Submission Deadline shall mean the date and time that Proposal submissions are due in accordance with Section 5.1 or as amended in writing by the City through an Addendum to the RFP.

S. Technical Proposal shall mean all parts of a Proposal excluding the Financial Proposal.

T. City's Representatives – shall mean any of the City's advisors or any other employees or representatives of the City.

3.0 BACKGROUND

3.1 Verification of Information

This section provides background information about existing demographics and solid waste management programs and services in the City and is provided for the reference and convenience of Proposers only. Proposers are responsible to independently research all information used to inform their Proposals. The City does not guarantee the completeness or accuracy of any information provided in the RFP Documents and will not be responsible for consequences of any reliance upon it by any Proposer.

3.2 City Information

The City of Joplin is located in Southwest Missouri on historic Route 66 approximately 70 miles southwest of Springfield, MO and 115 miles northeast of Tulsa, OK along the I-44 corridor. The City is bordered by the Cities of Carl Junction, Webb City, Duquesne and Duenweg and has encompassing land area in both Jasper and Newton counties. A regional map showing the current City limits, a street map, and maps of current collection days and routes are provided in Exhibit B. The City's current waste collection routes cover 38 square miles.

The City has an estimated population of 53,605 according to the 2024 census. The City's population increased from 45,504 to 50,150 between the 2010 and 2020 U.S. Censuses. According to recent estimates from the City's Planning Division, the population is expected to increase from approximately 53,605 as of 2024 to an ultimate buildout population of approximately 55,213 residents within the next year. Additional information about the City's projected future growth can be obtained from the City's official planning documents, which are available at the following internet address.

https://www.joplinmo.org

The current trash and recycling vendor serviced an average of 17,650 residences in 2023. Of those, an average of 1,718 subscribed to curbside recycling in 2023. This total average includes duplexes and mobile homes. Current estimated household counts by dwelling type are provided in Table 3-1.

Table 3-1: Household Counts by Dwelling Type as of 2023

Dwelling Type	Number of Units
Single Family	17,650

The Proposer's ability to manage projected growth is a consideration for the City. As further described in Section 7.10, the Proposer shall submit with their Proposal a detailed plan describing how they will provide additional vehicles, fleet parking, maintenance facilities, staffing and other resources required throughout the Agreement Term to manage projected future growth.

3.3 Existing Residential Curbside Collection Services

Residential Collection Services are currently provided by Republic Services. A summary of existing curbside collection material types, collection frequencies, and other key program information is provided in Table 3-2. Additional information about existing City curbside collection programs is available on the City's website.

Approximately 55% of collection locations are curbside and approximately 45% are alley collection locations.

https://www.joplinmo.org/293/Recycling-Solid-Waste-Management

Table 3-2: Existing Residential Services Summary

Residential Service	Description
Trash	• $12.84 per month • Trash collected once per week • Basic service includes up to one 95-gallon carts • Customers may have extra Cart(s) for no additional fees
Recycling	• $4.87 per month • Recycling is provided through a voluntary opt-in subscription service • Curbside recycling collected every other week • Basic service includes one 95-gallon cart • Customers may have extra Cart(s) for no fees
Yard and Brush Waste	• Customers may leave unlimited amount of Yard and Brush Waste at the curb included in Trash base rate • The City collects Yard and Brush Waste during November, December, and January
Bulky Waste	• Customers may leave unlimited amount of Bulky Waste at the curb included in Trash base rate

The current contractor's rate effective April 1, 2025 for basic residential service as described in Table 3-2 is $12.84 per household per month plus $4.87 per month for one Recycling Cart. These are the rates charged to the City by the contractor and include the cost of Collection, processing, disposal, and supply and maintenance of Carts.

3.3.2 Estimated Curbside Residential Households

As of 2023, the City provided Residential Curbside Collection Service to approximately 17,650 households. Base residential service includes one Trash Cart and one Recycling Cart per household with additional Trash and Recycling Carts available for no fee. Table 3-3 provides additional detail on the number of households that may have additional Trash or Recycling Carts above the standard service level.

Table 3-3: Residential Trash and Recycling Carts per Household, 2023

Carts per Household	Trash		Recycling	
	Number of Households	Total Carts	Number of Households	Total Carts
1	9,708	9,708	1,718	1,718
2	7,942	15,884	0	0
Total	**17,650**	**25,592**	**1,718**	**1,718**

The Contractor shall provide Curbside Collection Service to all current and future single-family residences within the limits of the City as may be amended from time to time.

3.3.3 Residential Curbside Tonnage

Monthly curbside tonnages are summarized by material type for the one-year period from January 2023 through December 2023 in Table 3-4. Yard, Brush, and Bulky Waste tonnages were not provided.

Table 3-4: Monthly Residential Curbside Tonnage by Material Type, 2023

Month	Trash	Recycling
January, 2023	1,596	21
February, 2023	1,588	19
March, 2023	1,592	20
April, 2023	1,599	23
May, 2023	1,602	21
June, 2023	1,592	22
July, 2023	1,591	20
August, 2023	1,596	19
September, 2023	1,589	19
October, 2023	1,598	23
November, 2023	1,577	23
December, 2023	1,601	22

Month	Trash	Recycling
Total	**19,121**	**252**

3.3.4 Alley Services

The Contractor shall provide Collection Services in alleys at no additional cost to the City. In residences where the designated collection location is in an alley, Trash, Recycling, Yard and Brush Waste, and Bulky Waste Collection shall be provided in the alley. Approximately 55% of collection locations are curbside and approximately 45% are alley collection locations.

The current Contractor uses automated front-load and read-load vehicles for collection. The Contractor may need to modify equipment or operations if its regular collection vehicles are unable to safely operate in alleys. The Contractor shall make a careful examination of all streets and alleys and ensure that the equipment selected allows for full and complete performance of Services under the Agreement. Approximately 45 percent of the City receives trash service in Alleys.

If additional developments are approved with alleys in the future the Contractor shall provide service to the new alley units at Contract Rates with no additional cost to the City.

3.3.5 Disabled Carry-out Service

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor at no additional cost. The current quantity of homes approved for Disabled Carry-out Service is not known but assumed to be a minimal quantity.

3.4 City Events

The City may request participation of Contractor in education and outreach at City events, such as, but not limited to Third Thursdays and Earth Day. Historically, the City's current Contractor has brought a collection truck to these events and staff to engage with the community.

4.0 GENERAL CONDITIONS OF RFP PROCESS AND TERMS OF CONTRACT

By submitting a Proposal, the Proposer accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

4.1 Proposal Submission

Sealed qualification packages shall be clearly marked RFP 2026-120-1 and addressed to the Public Works Director and received at City Hall at 602 S Main St, Joplin, MO, 64801 prior to 2:00 pm on Friday February 20, 2026 as specified in Section 5.1. RFPs not received by this time and date will be rejected.

Delivery Address (if delivered in person, or if sent by UPS, FedEx or other express mail)	City of Joplin Attn: Public Works Director City Hall 602 S Main St, Joplin, Missouri 64801
Mailing Address (if sent by US Mail)	City of Joplin Attn: Public Works Director City Hall 602 S Main St, Joplin, Missouri 64801

In addition to hard copy proposal submission, the City also requires all Proposals to be submitted electronically in a searchable PDF format by emailing the email contact below.

cweller@joplinmo.org

Paper Proposal submissions shall include at least one (1) original and one (1) copy, and one (1) emailed copy in PDF format with the RFP number and the Proposer's name and address clearly indicated on the email subject line.

The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the Post Office by City mail employees and delivered to the Purchasing Division by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time.*** Late submittals will be rejected as non-responsive.

Proposals shall be limited to one hundred (100) 8-1/2" X 11" pages printed on one side only using a font size no smaller than eleven (11) point and one-inch margins. The page limit includes the cover letter and title page but does not include the RFP Forms. If a Proposal is larger than the page limits described above or has a font of less than eleven (11) point it may be deemed non-responsive and disqualified pursuant to Section 7.0 of the RFP. Proposer shall submit one searchable pdf version of the Proposal.

Proposals shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. All Proposals are subject to the terms and conditions of this solicitation. Material deviations

from the terms and conditions that are not indicated in Proposer's submittal of the Exception Form (Form 9), or failure to meet the City's minimum requirements, may render the Proposal non-responsive to this RFP.

Failure to submit all required documents in accordance with Section 5.5 of the RFP may result in the proposal being declared non-responsive. The City reserves the right to reject any and all Proposals.

A responsive Proposal shall substantially conform to, and fulfill, the minimum requirements of this RFP. Proposals containing any clause that would limit contracting authority may be considered non-responsive. An example of a proposal that would limit contracting authority is one made contingent upon award of other bids or proposals currently under consideration.

4.2 Late Proposals

Proposals must be in the office of the Purchasing Manager before or at the specified time and date proposals are due pursuant to Section 5.1 of the RFP. Proposals received in the office of the Purchasing Manager after the Submission Deadline shall be rejected as non-responsive proposals.

4.3 Withdrawal of Proposals

Proposals may be withdrawn before the opening date by submitting a written request for its withdrawal to the Purchasing Manager pursuant to Section 5.5 or by emailing the City's contact.

Proposals may not be withdrawn or cancelled by the Proposer for a period of one hundred eighty (180) days following the Submission Deadline unless otherwise agreed upon by the City and Proposer in writing.

4.4 Amendment of Proposals

A Proposer may amend its Proposal after submission but only if the Proposal has first been withdrawn and is subsequently resubmitted on or before the Submission Deadline.

4.5 Proposal Irrevocability

Except as subject to the Proposer's right to withdraw a Proposal prior to the Submission Deadline in accordance with Section 4.3, the Proposal shall be irrevocable and shall remain in effect and open for acceptance for the entire Proposal Acceptance Period in accordance with Section 5.9 of the RFP.

4.6 Authorized Signatures

The Proposal must be executed personally by a duly authorized partner of the Proposer's partnership or duly authorized officer of the Proposer's corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Proposer shall accompany the Proposal to become a valid offer.

4.7 Proposer Costs

All costs and expenses directly or indirectly related to any aspect of a Proposer's participation in this RFP shall be the sole responsibility of and shall be borne solely by the participating Proposer, including, but not limited to, all costs and expenses related to the Proposer's involvement in

A. The preparation, presentation, and submission of its Proposal

B. Attendance at the optional pre-proposal conference or any other, meeting with the City

C. Due diligence and information gathering processes

D. Responding to questions or requests for information from the City

E. Submitting questions or requests for information from the City

F. Negotiations

G. Any other costs.

4.8 Tax Exempt Status

The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the prices included in Form 3 (Financial Proposal) shall be net exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal prices shall not include taxes.

4.9 Proprietary Data

Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contains proprietary information, including manufacturing and/or design processes exclusive to the Proposer by highlighting and clearly and conspicuously marking “Trade Secret” or “Confidential” on each page where confidential information is provided. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not clearly marked.

The City will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts. If a request is made under the Missouri Sunshine Law to inspect information designated in a proposal as trade secret or confidential, the Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Missouri Attorney General Sunshine Law Division for final determination through its e-filing system at

https://ago.mo.gov/get-help/programs-services-from -a-z/sunshine-law/

or to the following address:

Office of the Attorney General
Jackson County, Missouri
415 East 12th Street, 1st Floor Mezzanine (1M)
Kansas City, Missouri 64106-2752
Assessment Switchboard: 816-881-3530

Trade secrets and confidential information contained in a Proposal are subject to the Missouri Sunshine Law. Pricing is not confidential information. A Proposal in its entirety is not confidential. Proposer agrees to protect the City from claims involving infringements of patents and/or copyrights by submission of a Proposal to this RFP.

4.10 Waiver of Claims

Each Proposer by submission of a Proposal to this RFP waives any claims it has or may have against the City and the City’s Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Proposers. Submission of a

proposal indicates the Proposer's acceptance of the evaluation technique set out in this RFP. In this regard, Proposer acknowledges that the selection process and evaluations of proposals submitted constitute public information under Missouri law and Proposer waives any claim it has or may have regarding any information contained in or derived from such evaluations.

4.11 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Proposer agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City, County, or State of Missouri as they may apply, as these laws may now read or as they may hereafter be changed or amended.

4.12 Purchase Orders and Payment

A purchase order(s) shall be generated by the Purchasing Manager and issued to the Contractor. The purchase order number must appear on all invoices. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the Purchasing Manager for which a valid invoice that meets the requirements of Section 43.0 of the Draft Agreement is provided.

All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by the Contractor and the Purchasing Manager.

4.13 Letter of Credit or Performance Bond

Upon Contract Award, the Contractor shall be required to provide the City with a letter of credit or performance bond meeting the criteria set forth in the Draft Agreement. Proposers shall submit a letter from their bank or surety with their Proposals confirming their ability to obtain a letter of credit or performance bond in the specified amount if awarded a contract resulting from this RFP in accordance with Section 7.9 of the RFP.

[Reference: Section 36.0 of the Draft Agreement]

4.14 Agreement Incorporation

Any Agreement developed as a result of this RFP may include the RFP, the Proposal, and such other terms and conditions as the parties may agree.

4.15 Cooperative Purchasing

As permitted under Chapter 34, 37, and 67 of the Missouri State Statues, other governmental entities may wish to participate under the same terms and conditions contained in this Agreement. In the event any other entity participates, all purchase orders will be issued directly from the entity requiring supplies/services and shipped directly to the Contractor. Each entity reserves the right to determine their participation in this Agreement. Proposers shall indicate in the space provided on Form 1 whether they agree to offer the proposed services to other governmental entities based on the same terms, conditions, specifications, and pricing through Cooperative Procurement Program | Missouri Office of Administration.

If a Proposer agrees to extend the resulting Agreement to other governmental entities, then those other governmental entities will be eligible, but not obligated, to purchase goods and services under any Agreements(s) resulting from this RFP. All purchases by governmental entities other than the City will be billed directly to that governmental entity and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. In addition, the letter of credit or bond provided pursuant to Section 36.0 of the Draft Agreement shall not be used to satisfy the requirements of any other governmental entity. Each governmental entity will order its own goods and services as needed.

4.16 Invoicing

The Contractor shall invoice the City for Residential Collection Services on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 6.0.

[Reference: Section 43.0 of the Agreement]

4.17 Venue

Any Agreement developed as a result of this RFP shall be construed in accordance with the laws of the State of Missouri. If any action, whether real or asserted, at law or in equity, is brought pursuant to any Agreement developed as a result of this RFP, venue for such action shall lie in state courts located in Jasper County.

4.18 Exclusive Franchise

For the term of any Agreement developed as a result of this RFP, the City shall grant the right, privilege, and franchise to collect Residential Trash, Program Recyclable Materials, Brush Waste, Yard Waste, and Bulky Waste on an exclusive basis as part of Collection Services.

The City reserves the right to implement a food waste diversion program at a future date. The Contractor hereby agrees that the City may enter Agreements with other service providers for food waste collection, and that such Agreements would not violate their exclusive franchise for Trash collection.

[Reference: Section 6.0 of the Agreement]

4.19 Termination

Any Agreement developed as a result of this RFP shall remain in effect until the Agreement expires or is terminated for cause by the City by written notice to the Contractor. The City may terminate the Agreement for cause in accordance with Section 38.0 of the Agreement.

[Reference: Section 38.0 of the Agreement]

4.20 Change Orders

No different or additional terms will become part of any Agreement developed as a result of this RFP with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Agreement. All change orders to the Agreement will

be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the Contractor.

4.21 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained therein.

4.22 Injuries or Damages Resulting from Negligence

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Agreement which may result from award. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

[Reference: Section 44.1 of the Agreement]

4.23 Conflict of Interest

The City requires ethical behavior and compliance with the law from all individuals and companies with whom it does business. For the purposes of this RFP, a conflict of interest includes any perceived, potential, or actual situation where, in relation to the RFP or potential Agreement resulting from this RFP, the Proposer, or any officer, employee, agent or representative of the Proposer.

A. Any federal regulations and applicable provisions in Revised Status of Missouri Chapter 105 shall not be violated.

B. Has other commitments, relationships, or financial interests that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgement by any of the City's employees, officials, or representatives.

C. Could or could be seen to compromise, impair, or be incompatible with the effective performance of a Proposer's obligations under the Agreement if that proposer were selected for award of the Contract.

D. Has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process or award of any Agreement.

4.24 Insurance Requirements

The Contractor shall be subject to the insurance requirements set forth in Section 33.0 of the Agreement. The Contractor shall obtain coverage for each required insurance for the duration of any Agreement developed as a result of this RFP and furnish certificates of insurance along with copies of policy declaration pages and

policy endorsements as evidence thereof. All General Liability and Business Auto Policies should name the City as an Additional Insured by endorsement.

[Reference: Section 33.0 of the Agreement]

5.0 RFP PROCESS AND EVALUATION CRITERIA

5.1 Schedule of Events

The deadlines for submission of a proposal and the general schedule of events for the RFP Process are provided in Table 5-1. The City may amend the schedule of events at its sole discretion including:

A. At any time before the Submission Deadline for events that are to occur on or before the Submission Deadline, including the Submission Deadline itself.

B. At any time in the RFP Process for events that are to occur after the Submission Deadline.

Table 5-1: Preliminary Schedule of Events

Event	Date or Deadline	Description
RFP Release Date	January 10, 2026	City releases RFP to solicit Proposals from qualified firms
Pre-Proposal Conference	January 21, 2026, 9AM CST	Mandatory, in-person pre-proposal conference
Question Submission Deadline	January 27, 2026	Questions received before the Proposer Question Submission period will be reviewed and responded to as an addendum to the RFP
Deadline to Issue Addenda	February 2, 2026	Deadline for City to issue addenda
Submission Deadline	February 20, 2026, 2PM CST	Proposers must submit Proposals by this deadline, unless amended in writing by the City through an addendum. Proposals received after the deadline will be rejected and returned unopened.
Proposal Opening Date	February 23, 2026	City opens Proposals and reads names of Proposers aloud immediately following the proposal submission deadline. Proposers may witness proposal opening via online meeting.
Interviews	March 9-20, 2026	The City may request interviews with Proposers to discuss their Proposal submissions and seek any required clarifications
Negotiations	March 23- April 3, 2026	See Section 5.15.6
Recommendation of Award Made to City Council	April, 2026	City staff obtain Council authorization to execute an Agreement.
Service Commencement Date	July 1, 2026	Commencement date of Services under the Agreement

The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award the fully negotiated contract or reject all proposals, all Proposals

5.2 Mandatory Pre-Proposal Conference

A mandatory, in-person pre-proposal conference will be conducted January 21st, 2026 at 9:00AM CST. Each Proposer shall have at least one representative attend the mandatory, in-person pre-proposal conference. The conference will be held at the following address.

4th Floor of City Hall, 602 S Main St, Joplin, Missouri, 64801

Microsoft Teams Meeting Link

Proposers will be permitted to orally present questions and request clarifications of the RFP or RFP Process during the pre-proposal conference and may receive oral responses from the City. However, a Proposer shall not interpret any verbal responses to questions to constitute a change(s) to the RFP Documents. Any changes to the RFP Documents shall only be by way of written addendum, as described in Section 5.4 of the RFP.

5.3 RFP Documents and Document Distribution

The RFP Documents include:

A. The RFP main document

B. Exhibit A – Forms

C. Exhibit B – Maps

D. Exhibit C – Draft Agreement

E. Addenda to the RFP Documents, if any.

All RFP Documents shall be read as a whole. The Exhibits and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference. The City may add, amend or supplement the RFP Documents.

The City will distribute all RFP Documents, including any Addenda, and City responses to Proposer Question Submissions, by making them available on the City's website as described in Section 5.5 of the RFP.

5.4 Addenda to the RFP Documents

The City may, at its sole discretion, amend or supplement the RFP Documents as provided in Section 5.4 of the RFP. The City shall issue changes to the RFP Documents by written addenda only. No other statement, whether oral or written, made by employees, officials, or representatives of the City or any other person, shall amend the RFP Documents. The City may issue Addenda at any time up to forty-eight (48) hours before the Proposal Submission Deadline.

Addenda to the RFP Documents issued by the City will be provided to all Proposers via posting on the City's website or email. Proposers are solely responsible for regularly checking the City's website throughout the RFP Process to ensure that they have reviewed all documents prior to submittal of Proposals.

Proposers must complete the Acknowledgement of Addenda Form (Form 6). Failure to acknowledge all addenda may result in disqualification of the Proposer, in accordance with Section 5.16 of this RFP.

5.5 RFP Procedural and Content Clarifications

The City, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda may be published and made available through the City's online bid postings system.

Proposers shall submit all communications regarding the RFP Documents or the RFP Process in written form by hand delivery or e-mail to the Purchasing Manager.

A. **Via hand delivery to:**

   Assistant Director of Public Works - Operations

   Attention: Chad Weller

   City Hall 602 S Main St, Joplin, Missouri 64801

B. **Via e-mail to:** cweller@joplinmo.org

Please note, if an e-mail confirming receipt of your e-mail is not received within one (1) business day, please contact the Purchasing Manager by email to verify receipt of your question.

No other interpretations or clarifications shall have any legal effect.

All written questions shall clearly identify the Proposer's name and the RFP number on the document or if sent by an e-mail on the subject line. For example: In Attention: [Proposer name] and [Solicitation RFP 2026-120-1 Solid Waste and Recycling Collection Services], in the subject line of an e-mail. If the Proposer's name and the Solicitation number is not included as specified above, the questions may not be answered.

Proposers making phone calls or other oral inquiries regarding RFP Documents, the RFP Process, or Proposals, except as permitted during the pre-proposal conference, will be referred to the Purchasing Manager. The Purchasing Division will only instruct Proposers to submit their inquiry electronically in writing. The City will respond to all questions received before the Question Submission Deadline. The City may decide to respond or not to respond to questions received after the Question Submission Deadline. The City reserves the right not to answer questions received at any time that it deems to be ambiguous, unclear, or frivolous at its sole discretion.

Interpretations, corrections, or changes to the RFP Documents made in any other manner are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of any Agreement are not binding pursuant to Section 5.2 of the RFP.

Any material information given to one Proposer concerning the RFP Documents will be furnished by an addendum posted on the City's website under the corresponding Solicitation number pursuant to Section 5.4 of the RFP.

5.6 Proposer to Make Own Examination

It is the responsibility and obligation of each Proposer to examine the RFP in its entirety and seek clarification or additional information, through submission of a question to the City regarding any matter the Proposer considers to be unclear before the Question Submission Deadline. The City assumes no responsibility for any misunderstanding by a Proposer of information contained in this RFP, addenda to this RFP, responses to Proposer Question Submissions, or any other pertinent documents or information provided by or communication made by the City regarding the RFP, RFP Documents, and RFP Process.

Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a Proposal, the Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

5.7 Errors or Omissions

Proposers are expected to examine all RFP Documents and will not be allowed to take advantage of any error, omission, ambiguity, or inconsistency in the RFP Documents. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the City in writing, directing communications to the Purchasing Manager, of such error or omission it discovers. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.

Upon notification or identification of any error, omission, ambiguity, or inconsistency, the City may, at its sole discretion, choose to issue an addendum or addenda to the RFP in accordance with Section 5.4 of this RFP. Addenda shall be issued only for minor errors, omissions, ambiguities, or inconsistencies in the RFP Documents. If a major error, omission, ambiguity, or inconsistency is identified, the City reserves the right to void this RFP and re-solicit for proposals.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to bid closing. Addenda will be distributed to all known recipients of proposal documents. Proposers shall acknowledge receipt of all addenda with submission of proposal pursuant in Form 6 (Acknowledgement of Addenda).

5.8 The City's Clarification and Verification of Proposals

The City may require the Proposer to

A. Clarify or verify the contents of its Proposal or any statement made by the Proposer

B. Require the Proposer to submit supplementary documentation clarifying or verifying any matters contained in its Proposal

C. Acknowledge the City's interpretation of the Proposal, or any parts thereof

The City is not obligated to seek clarification or verification of any aspect of a Proposal or any statement by a Proposer, including any ambiguity in a Proposal or in a statement made by a Proposer.

Any written information received by the City from a Proposer as a Proposer Question Submission may, in the City's sole discretion, be considered as an integral part of the applicable Proposal.

5.9 Proposal Acceptance Period

By submission of its proposal, the Proposer acknowledges that it makes an offer that, if accepted in whole or in part by the City, constitutes a valid and binding Agreement as to any and all items proposed in writing to the City. The Proposal Acceptance Period is one hundred eighty (180) calendar days from the date of opening. The Proposal Acceptance Period may be extended by mutual agreement.

If the City wishes to extend the Proposal Acceptance Period, the City shall submit a request to extend the Proposal Acceptance Period to those Proposers whose Proposals, in the City's sole discretion, are still under consideration in the RFP Process. For greater clarity, the City may issue a request to extend the Proposal Acceptance Period at any point in the RFP Process.

5.10 Communication Restrictions

After release of this solicitation, Proposer contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation committee, interview, or selection panels, City staff or City's contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

5.11 Exceptions to the RFP Documents

Although the specifications in the RFP Documents represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and to evaluate alternatives. It is vital that the Proposer make clear where exceptions to the scope of services and technical specifications or draft Agreement and how the Proposer might provide alternatives. Therefore, when allowed, exceptions, conditions or stipulations to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as part of the Proposal on the Exception Form (Form 9). If the Proposer does not make clear that an exception is being taken and where that exception is being proposed, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.

Any Agreement developed as a result of this RFP may be based on the terms and conditions provided in Exhibit C. However, the City reserves the right to revise any of the Exhibits to reflect the negotiated terms and conditions. The Proposer shall indicate any exceptions to language provided in these exhibits in Form 10.

5.12 Proposer Interviews

The City may elect to conduct in-person interviews of Proposers in accordance with Section 5.15.5 of the RFP. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person. If the City elects to conduct interviews, interview dates and times will be coordinated with responsive Proposers before any Agreement is awarded.

5.13 Evaluation Criteria

To be considered for award, Proposers must demonstrate the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award as part of their Proposals, which will be evaluated on the criteria set forth in this section. To determine the Preferred Contractor(s), the City shall carry out the steps as described in Section 5.15 of the RFP.

The City maintains the right to award no Agreement solicited in the RFP and may exercise available extensions as part of its existing contracts, if deemed to be in the best interest of the City as determined by the evaluation process described in Section 5.15 of the RFP.

The RFP Submissions shall be evaluated based on the evaluation criteria and maximum number of points available provided in Table 5-2.

Table 5-2: Evaluation Criteria

Criteria	Maximum Points
Minimum Requirements	Pass/Fail
Financial Proposal	40
Proposed Approach	35
Experience and Qualifications	20
Financial Capacity	5
Total	**100**

The following sections provide further descriptions of the criteria and the location of relevant chapters of the RFP Submissions that may be considered in the evaluation. Relevant chapters are provided for reference only, and Proposers must review the RFP in its entirety in developing their Proposals.

5.13.2 Minimum Requirements

Proposers shall provide references indicating that they have provided similar Service(s) that meets or exceeds the City's preferred minimum requirements as determined by this RFP in accordance with Section 7.9 and of the RFP. Meeting the City's minimum requirements shall be considered as a critical component of the evaluation of Technical Criteria as described in Section 5.15.2 of the RFP. The minimum criteria are scored on a pass-fail basis. Failure to provide proof of meeting the minimum requirements may result in disqualification of Proposals from further consideration at the City's sole discretion.

5.13.3 Experience and Qualifications

Proposer's experience and qualifications provided in accordance with Section 7.8 of the RFP shall indicate the Proposer's relevant company history and ownership, subcontractors, performance history, key personnel experience and qualifications with work of similar scope and complexity, and financial capacity to perform the work. Proposers with high levels of experience, qualifications and financial capacity shall be deemed most advantageous to the City.

5.13.4 Proposed Approach

Proposer's approach to providing Service(s) shall reflect the ability to meet the contract requirements in accordance with Section 6.0 of the RFP as demonstrated by the information provided in their Proposal. Proposers shall be evaluated on their demonstrated ability and resources to manage an operator transition and show the ability to implement and effectively manage Service for the term of any Agreement developed as a result of this RFP. The City shall consider key personnel, facilities, equipment and capability to provide consistent quality control and worker training and all other technical specifications required as described in Section 6.0 of the RFP.

Proposers may take exceptions to the scope of work and/or draft Agreement language as described in Section 5.11 by indicating them on the Exception Form (Form 9). The City shall consider the impact of exceptions to requirements set forth in this RFP, and points will be awarded based on the anticipated impact such exceptions would have on the City. Proposers with beneficial exceptions, minimal exceptions or no exceptions to the requirements set forth in this RFP shall be deemed most advantageous to the City. Rather than request exceptions, Proposers may also ask questions to the City before the Question Submission Deadline to determine whether the City would potentially consider the matter in question prior to communicating it as an exception to requirements set forth in this RFP.

5.13.5 Financial Capacity

The City will evaluate evidence submitted by the Proposer demonstrating financial resources and a history of creditworthiness, strong financial profit and loss performance, ability to generate working capital, and current capacity to repay debt.

5.13.6 Financial Proposal

Costs provided shall be inclusive of all costs necessary to meet the requirements included in this RFP and shall be compared and evaluated for their competitiveness, reasonableness, and logically consistent relationship with proposed equipment, services, facilities, conditions, and operating assumptions. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option.

5.14 Evaluation Committee and Advisors

The City will establish an Evaluation Committee for the purpose of evaluating Proposals in accordance with the evaluation criteria described in Section 5.13. The City, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee and any sub-committees of the Evaluation

Committee. The Evaluation Committee may be assisted by and receive advice from any of the City's advisors or any other employees or representatives of the City as non-voting members of the Evaluation Committee.

If a member of the Evaluation Committee or, if applicable, evaluation sub-committee becomes unable to continue serving on the Evaluation Committee or evaluation sub-committee before the completion of a step in the evaluation process the evaluation comments and scores of that individual, in respect of the uncompleted steps in the evaluation process only, shall be ignored. For greater clarity, if an Evaluation Committee or sub-committee member becomes unable to continue serving on the Evaluation Committee or a sub-committee after the full completion of a step in the evaluation process, the results of the completed steps of the evaluation process are unaffected and remain valid. Whether or not an Evaluation Committee or sub-committee member, in these circumstances, is replaced is in the sole discretion of the City.

5.15 Steps in the Evaluation Process

5.15.1 Step 1 – Compliance of Proposals

In Step 1 of the evaluation process, the City will open each Proposal and will review the contents thereof to assess whether it is in compliance with the terms and conditions as described in this RFP, including whether all documents required to be submitted have been appropriately submitted and whether the minimum requirements are met.

Each Proposer acknowledges and agrees that the City's evaluation of compliance with the RFP is not an evaluation of absolute compliance and that the City may waive failure to comply that, in the City's sole discretion, does not constitute a material deviation.

With the exception of a material deviation that has not been waived by the City, an omission or error in connection with the requirements of the RFP will not lead to the automatic rejection of the proposal concerned, provided, if requested by the City, the Proposer remedies the error or omission to the City's satisfaction within the time determined by the City, which must be at least one day following the date on which the Proposer receives a written request to that effect from the Purchasing Manager.

5.15.2 Step 2 – Review and Scoring of the Technical Criteria

In Step 2 of the evaluation process, the Evaluation Committee will evaluate and score the Technical Criteria of each proposal. Technical Criteria include content in the RFP Submissions related to evaluating the Minimum Requirements, Proposed Approach, and Experience and Qualifications. Only those Proposers that are compliant in Step 1 will be considered in Step 2 of the evaluation process.

5.15.3 Step 3 – Review and Scoring of the Financial Proposal

In Step 3 of the evaluation process, after the Technical Scores are completed and finalized, only those receiving 40 of the 60 available points from Technical Criteria shall move to the 3rd step. The City may evaluate multiple combinations of services under various sets of assumptions to determine the overall best value to the City under alternative scenarios. The Proposer with the lowest overall cost to the City shall receive all available points and all other Proposers will receive a proportional share of the points based on the proration of their cost to the lowest cost option.

5.15.4 Step 4 – Short List

In Step 4 of the evaluation process, the Proposers with the highest scores will be placed on a short list to move to Step 5.

5.15.5 Step 5 – Interviews and Best and Final Offers

In Step 5 of the evaluation process the Evaluation Committee shall have the opportunity, at its sole discretion, to

A. Request and schedule an interview from short list Proposers that have been selected to move forward as part of the evaluation process.

B. Request that Proposers that may be interviewed submit a Best and Final Offer (BAFO) for one or more parts of the RFP Submission for the Evaluation Committee's review.

C. Request written clarifications from Proposers based on the Evaluation Committee's review of the BAFO.

D. Upon completing Proposer interviews and reviewing any BAFOs submitted, the Evaluation Committee shall adjust the scoring for short list Proposers as appropriate.

E. The City may enter directly into negotiations with the higher-ranking short list Proposer as described in Step 6 and is under no obligation to request Proposer interviews or any BAFOs.

5.15.6 Step 6 – Negotiation and Contract Award

In Step 6 of the evaluation process, the City may elect to negotiate an Agreement with the highest scoring Proposer as determined by the Evaluation Committee. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and the Selected Proposer shall be submitted in written form and made part of the resulting Agreement. The City reserves the right to waive negotiations and award an Agreement based on initial proposals received without discussions. Therefore, initial proposals should contain the Proposer's best terms.

Should negotiations with the highest evaluated Proposer not produce an Agreement, the City reserves the right to begin negotiations with the second highest evaluated Proposer, and so on, until an acceptable Agreement is negotiated, or to break off negotiations with all firms and not award any Agreement. The City reserves the right to reject any and all proposals and is under no obligation to award an Agreement.

The responsibility for the final selection and award of an Agreement rests solely with the City Council. The City shall not be liable to any Proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations pursuant to Section 4.7 of the RFP and all Proposals shall remain valid and irrevocable until the expiration of the Proposal Acceptance Period.

5.16 General Evaluation and Disqualification Provisions

5.16.1 The City's Discretion in Determining Compliance, Scoring and Ranking

The City shall, in its sole discretion, determine

A. The membership of the Evaluation Committee and any sub-committees of the Evaluation Committee

B. Whether a Proposal is compliant

C. Whether a failure to comply constitutes a material deviation

D. Whether a Proposer's Proposal meets the minimum qualifications of this RFP

E. The rankings of the Proposals and whether a Proposal is disqualified or will cease to be considered in the evaluation process.

The City's discretion in determining compliance, scores, ranking and disqualification of the Proposers and their proposal shall not be limited or restricted in any way. The City has the right, at any time and in its sole discretion, to consider in the evaluation of the proposals or in the exercise of any of the City's rights under this RFP:

A. Any instances of poor performance by a Proposer that the City has experienced

B. Any publicly available information about a Proposer that is, in the City's sole discretion, credible information.

Additionally, the City maintains the right to accept or reject any and all Proposals and re-solicit Proposals as it deems to be in the best interests of the City. If an Agreement is developed as a result of this RFP, it shall be made to the Proposer who scores highest in the Proposal evaluation as determined by the City taking into consideration the evaluation criteria set forth in Section 5.13 of the RFP.

Once an Agreement is awarded, prices shall remain firm for the Agreement term except as otherwise stated in the Agreement. The Agreement shall commence on the date of award and continue until all terms and conditions are satisfied and complete.

5.16.2 Disqualification

The City may, in its sole discretion, disqualify a Proposer or reverse their decision to make an award (even if the award has already been made to a Selected Proposer under this RFP) at any time if:

A. The Proposer contravenes RFP Section 5.10 of the RFP.

B. The Proposer fails to comply with Applicable Law.

C. The Proposal contains false or misleading information or a misrepresentation.

D. The Proposer or any of their respective advisors, employees or representatives directly or indirectly collude with one or more other Proposers or any of their respective advisors, employees or

representatives in the preparation or submission of a Proposal or otherwise contravenes Section 5.10 of the RFP.

E. The Proposer has committed a material breach of any existing agreement between the Proposer and the City.

F. The Proposer has been convicted of an offense in connection with any services rendered to the City.

G. There are any convictions related to inappropriate bidding practices or unethical behavior by a Proposer or any of their affiliates in relation to a public or broader public sector solicitation.

5.16.3 Dispute Resolution

The Contractor shall endeavor to settle all disputes arising out of or relating to any Agreement developed as a result of this RFP by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises between the City and the Contractor under or relating to any Agreement developed as a result of this RFP that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the County of Jasper, State of Missouri, within which the services are being performed. Nothing herein shall be construed as a waiver or surrender of the City's governmental power or immunity.

6.0 SCOPE OF WORK

This section details the scope of work for each Service included in this RFP. Services performed will be in accordance with any Agreement developed as a result of this RFP and based on the terms provided herein or as otherwise agreed to by the City and Proposer. For clarity, the terms provided herein may be incorporated into any Agreement developed as a result of this RFP as required and described in Section 4.14. The City reserves the right to revise the terms and conditions to reflect the negotiated terms and conditions after the award of an Agreement.

The purpose of this section is to describe the general descriptions and terms that are applicable to the Services described in each section. Throughout this section there are references to specific locations in the Agreement attached as Exhibit C that contain additional information and detailed specifications related to the scope of work for each Service included in this RFP. Proposer shall carefully review the Agreement provided as Exhibit C for the complete scope of services. Service(s) performed will be in accordance with the Agreement and as negotiated between the City and the Contractor. The Agreement may be adjusted at the City's sole discretion to reflect the specific services to be provided by the Contractor. The following is an overview of the scope of services.

The City's current Residential Trash Collection Service is a "take all" program. Currently, residents are allowed any number of Trash Carts and are permitted to set out any quantity of Yard, Brush, and Bulky Waste on the curb or in the alley for weekly Residential Trash Collection Service. The current contractor utilizes a Kansas-based landfill, allowing for the commingling of Yard and Brush Waste with landfill waste and disposal at a landfill disposal facility. The State of Missouri enacted a landfill ban on Yard and Brush Waste. Proposers utilizing a landfill located in Missouri will need to describe their proposed approach to maintain regulatory compliance. Currently, the City's Residential Recycling Collection Service is provided as an opt-in service on a biweekly schedule.

The City is seeking to transition away from the "take all" program. The bulleted list below describes the proposed service changes.

- **Residential Trash Collection Service**. The City is seeking pricing on a per-Cart basis. Base service levels will be one Cart per account. Accounts requesting additional Carts will incur an additional cost paid by the resident.
- **Residential Recycling Collection Service**. The City is considering transitioning from opt-in Residential Recycling Collection Service to universal Residential Recycling Collection Service. To that end, the City is seeking pricing for both opt-in and universal Residential Recycling Collection Service to understand cost and service delivery options.
- **Yard and Brush Waste Collection Service**. The City understands Proposers may propose one or two options for Yard and Brush Waste Collection Service, depending on the Proposer's approach to landfill disposal. The City is interested in cost-effective solutions. If the Proposer can divert Yard and Brush Waste from the landfill at no additional cost to the City, the Proposer should describe that approach in their proposal.
    - **Option A** is the Proposer utilizes a landfill based in a state without a landfill ban on Yard and Brush Waste, collects Yard and Brush Waste commingled with Residential Trash Collection Service on a weekly schedule, and disposes of Trash, Yard, and Brush Waste at a landfill Disposal Site.

    - **Option B** is the Proposer utilizes a Missouri-based landfill, collects Yard and Brush Waste as a separate Collection Service, and disposes of Yard and Brush Waste at a Yard and Brush Waste Processing Facility. If the Proposer proposes Option B, the City is seeking pricing on a weekly or biweekly schedule.
- **Bulky Waste Collection Service**. The City is seeking to provide separate Bulky Waste Collection Service rather than "take all" service delivery with the goal of cost effective solutions. The City is seeking pricing on Bulky Waste Collection Service on a monthly, quarterly, and on-call schedule.
- **Additional Yard, Brush, and Bulky Waste Collection Service**. The City understands that residents may have waste quantities exceeding what is collected under the Bulky Waste Collection Service. To that end, the City is seeking pricing on Additional Yard, Brush, and Bulky Waste Collection Service. This service would be agreed upon by the Contractor and the resident and paid for directly by the resident to the Contractor. The Proposers should describe their approach to managing landfill Disposal Site or Yard and Brush Waste Processing Facility disposal and maintaining disposal regulatory compliance.

The following bulleted list summarizes the service delivery options scenarios:

- **Option A**
    - **Residential Trash, Yard, and Brush Waste Collection Service** is collected commingled on a weekly schedule and disposed of at a landfill Disposal Site in a state without a Yard and Brush Waste landfill ban.
    - **Residential Recycling Collection Service** is either provided as an opt-in or universal service on a biweekly schedule and disposed of at a recycling Processing Facility.
    - **Bulky Waste Collection Service** is provided as a separate service on a monthly, quarterly, or on-call schedule and disposed of at a landfill Disposal Site.
    - **Additional Yard, Brush, and Bulky Waste Collection Service** is provided as a separate service agreed upon by the Contractor and the resident.
- **Option B**
    - **Residential Trash Collection Service** is collected on a weekly schedule and disposed of at a landfill Disposal Site.
    - **Residential Yard and Brush Waste** is collected separately on a weekly or biweekly schedule and is disposed of at Yard and Brush Waste Processing Facility.
    - **Residential Recycling Collection Service** is either provided as an opt-in or universal service on a biweekly schedule and disposed of at a recycling Processing Facility.
    - **Bulky Waste Collection Service** is provided as a separate service on a monthly, quarterly, or on-call schedule and disposed of at a landfill Disposal Site.
    - **Additional Yard, Brush, and Bulky Waste Collection Service** is provided as a separate service agreed upon by the Contractor and the resident.

6.1 Cost Adjustments

The pricing proposed in the Financial Proposal (Form 3), or as otherwise agreed to in writing by the City and Proposer shall remain effective for at least the first full year of Services under any Agreement developed as a result of the RFP, unless otherwise agreed to in writing by the City and Contractor.

Cost adjustments may be requested by the Contractor on an annual basis beginning April 1, 2028 and are subject to City approval. Cost adjustment requests must be received by the City by January 5th of each year

and take effect on April 1st of each year to align with the City's budget development and approval process, or the Proposer forfeits the right to request a cost adjustment for the upcoming year.

Cost adjustments shall be based on price indices as further described in Section 23.0 of the Agreement and shall not exceed five percent (5%) for any single year or a cumulative increase of fifteen percent (15%) over a four-year period.

[Reference: Section 23.0 of the Agreement]

6.2 Recordkeeping and Reporting

The Contractor shall maintain sufficient records to document fees charged, and services provided, and to demonstrate financial stability, and compliance with all legal requirements and terms and conditions of the Agreement. Such records shall be made available at any time during business hours for inspection by the City throughout the effective period of the Agreement and for a period of five (5) years after the final payment.

The Contractor shall also be required to report certain events to the City within specified timeframes and submit regular monthly and annual reports to the City as described in the Agreement.

[Reference: Sections 41.0 and 42.0 of the Agreement]

6.3 Contingency Plan

At least ninety (90) days prior to the Service Commencement Date, the Contractor shall submit a Contingency Plan to the City's Representative for approval as described in Section 7.12 of the RFP. The Contingency Plan shall show the Proposer's detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Service(s) during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair Proposer's ability to provide Service(s), as applicable to each Service. The final approved Contingency Plan shall be included in the Agreement.

[Reference: Section 28.1 of the Agreement]

6.4 Transition Plan

The Proposer understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Proposer shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement.

Not later than sixty (60) days after the date of contract award, the Contractor(s) shall submit a Transition Plan to the City's Representative for approval as described in Section 7.12 of the RFP. The Transition Plan shall describe the Contractor's commitments and capabilities to support the City during transition to Service delivery by the Contractor on the Service Commencement Date and transition to Service delivery by the subsequent Contractor or by the City upon termination of the Agreement. The final approved Transition Plan shall be included as part of the Agreement.

[Reference: Section 28.2 of the Agreement]

6.5 City's Responsibilities

The City agrees to fulfill the following responsibilities as they relate directly to any Agreement developed as a result of this RFP:

A. Paying invoices in a timely manner;

B. Providing timely review and responses to reports, requests for approval, and other submissions made by the Contractor;

C. Providing educational programs, materials, and resources to educate residents and businesses on program requirements;

D. Managing the City's call center and promptly informing the Contractor of complaints;

E. Working cooperatively with the Contractor to resolve customer service issues;

F. Providing the Contractor with a customer list of Residential Collection Services at least one month before Service Commencement;

G. Providing monthly updates on the number of service units;

H. Performing other duties as described in the Agreement.

6.6 Inspection Rights

The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

[Reference: Section 31.0 of the Agreement]

6.7 Nuisance Control

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer provides services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances. Proposers shall submit information with their Proposals about their method of approach to meeting or exceeding minimum nuisance control standards as further described in Section 7.10 of the RFP.

[Reference: Sections 30.0 of the Agreement]

6.8 Days and Hours of Operation

The Contractor shall provide Collection Services between the hours 07:00AM and 06:00PM, Monday through Friday, with Saturday collection only as required to make up for collection days missed due to holidays. Operating outside of regular approved collection hours is subject to Liquidated Damages.

[Reference: Section 10.0 of the Agreement]

6.9 Holidays

The Proposer shall not be obligated to provide Service on recognized holidays set forth in the Agreement including New Year's Day (January 1), Memorial Day (Fourth Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25). Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on New Year's Day (January 1), Memorial Day (Fourth Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25) but on other holidays they may choose whether to observe the holiday or to provide Collection Services at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday.

[Reference: Section 9.2 of the Agreement]

6.10 Personnel Standards

Any Agreement developed as a result of this RFP shall include personnel standards to ensure that the Contractor's employees are qualified, trained, licensed, and equipped to perform all of their duties in a safe, respectful, competent, and courteous manner in compliance with applicable laws and regulations. Proposers shall submit information with their Proposals about their method of approach for satisfying or exceeding minimum personnel standards further described in Section 7.10 of the RFP.

[Reference: Section 26.2 of the Agreement]

6.11 Property Damage

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer takes all necessary precautions to protect public and private property during the performance of the Services, promptly notifies the City and the property owner in the event that any property damage occurs, and fully restores the damaged property to its original condition at no cost to the property owner in a timely manner.

[Reference: Section 29.0 of the Agreement]

6.12 Liquidated Damages

If the Proposer does not perform Service in a timely manner or pursuant to the terms of any Agreement developed as a result of this RFP, the City will suffer damages which are difficult to determine and adequately specify. The City may apply liquidated damages as further described in Section 34.0 of the Agreement.

[Reference: Section 34.0 of the Agreement]

6.13 Customer Service and Communications

The Proposer understands, acknowledges, and agrees that customer service is important to the City. The Proposer shall work cooperatively with the City to maintain a high level of customer service and ensure that Collection Services are delivered in an accessible, professional, and responsible manner.

Key customer service requirements include:

A. Provide local customer service representation and a tollfree number that will refer residents to the local customer service office.

B. Meeting with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning

C. Responding to customer complaints within specified timeframes

D. Electronic tracking and reporting of customer service issues and complaint resolution

[Reference: Section 27.0 of the Agreement]

6.14 Residential Trash Collection Services

The Contractor shall Collect Trash one (1) time per week from each Residential Service Unit, on a scheduled Collection Day, all Trash placed at the Residential Service Units in Carts. The Contractor shall also Collect Trash in Carts from City-approved Alley Service Units locations and Modified Collection Locations for disabled residents at no additional cost to the City. Basic service shall include one (1) Trash Cart per Residential Service Unit with additional Trash Carts available for a fee. Proposers shall enter their proposed Contract Rates for Residential Trash Collection Services on Form 3A.

[Reference: Section 8.1.1 of the Agreement]

6.15 Residential Recycling Collection Services

The Contractor shall Collect Recycling every other week from each Residential Service Unit, on the same scheduled Collection Day as Trash, all Program Recyclable Materials placed at the Residential Service Units in Carts and haul it to a Recyclable Material Facility provided by the Contractor for Processing. The Contractor shall also Collect Program Recyclable Materials from City-approved Alley Service Units locations and Modified Collection Locations for disabled residents at no additional cost to the City. Basic service shall include one (1) Recycling Cart per Residential Service Unit with additional Recycling Carts available for a fee. The Contractor's per-Cart fees for Recycling Collection, which shall include the cost of Collection, hauling and Processing at the Contractor's Recyclable Material Facility. Proposers shall enter their Proposed Contract Rates for Residential Recycling Collection Services on Form 3B.

[Reference: Section 8.1.2 of the Agreement]

6.16 Yard and Brush Waste Collection Services

The Contractor shall Collect Yard and Brush Waste weekly or every other week, except for during November, December, and January when the City collects this material, on the same scheduled Collection Day as Trash and Recycling, all Yard and Brush Waste Bundles and Yard and Brush Waste Bags placed at the Curbside or Alleys and deliver them to a designated licensed Disposal or Processing Facility for Processing. The Contractor shall also collect Yard and Brush Waste from Alley Service Units at required at no additional cost to the City. Modified Collection Locations for disabled residents are not required for Yard Waste.

The State of Missouri legislated a landfill ban on Yard and Brush Waste. If the Proposer plans to utilize a Missouri landfill, the Proposer shall collect Yard and Brush Waste separately and deliver the material to a licensed Yard and Brush Waste Processing Facility. If the Proposer plans to utilize a landfill based in a state

without a landfill ban on Yard and Brush Waste, the Proposer can collect Yard and Brush Waste with Bulky Waste and send to a licensed Processing Facility. If the Proposer can divert yard and Brush Waste from the landfill at no additional cost to the City, the Proposer should describe that approach in their proposal.

Proposers shall provide pricing for the following Yard and Brush Waste Collection service options on Form 3C.

Yard Waste and Brush Service Option	Collection Frequency
Option 1	Weekly
Option 2	Every Other Week

At no additional cost to the City, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27. Artificial trees, bagged trees, or trees with lights, ornaments, or flocking shall not be accepted. Residents are not required to cut and bundle trees as required for normal Yard Waste collection.

[Reference: Section 8.1.3 of the Agreement]

6.17 Bulky Waste Collection Services

The Contractor shall provide Curbside or Alley Collection of Bulky Waste to all Residential Service Units. Modified Collection Locations for residents with disabilities are not required for Bulky Waste Collection. Residents may set out up to four (4) of Bulky Waste per Collection. Bulky Waste shall be collected in manner consistent with the Yard and Brush Waste Collection Service approach.

Proposers shall provide pricing for the following Bulky Waste Collection service options on Form 3D.

Bulky Waste Service Option	Collection Frequency
Option 1	Monthly
Option 2	Quarterly
Option 3	By Appointment (up to 4 per year)

[Reference: Section 8.1.4 of the Agreement]

6.18 Additional Yard, Brush, and Bulky Waste Collection Services

A Resident may submit requests to the Contractor for Yard, Brush, and Bulky Waste Collection Services in excess of the frequencies and quantities included in the City's basic service as outlined in Section 6.17, Service Options 1-6. Proposers shall enter in the space provided on Form 3D their proposed Contract Rate for each Additional Yard, Brush, and Bulky Waste Collection to be charged to the Resident on a per-trip basis. The Contractor is required to accept up to four (4) cubic yards on each additional trip charged to a Resident. The Contractor shall not perform any Additional Yard, Brush, and Bulky Waste Collection Services without first obtaining agreement in writing from the Resident, including agreement on price. The cost of Disposal shall include in the price entered Form 3D.

[Reference: Section 13.0 of the Agreement]

6.19 Collection Location

This section provides an overview of collection location of all Collection Services included in this RFP. Collection location is defined within the Agreement for each of the following services.

A. Residential Collection Services. Collection location for Residential Collection Services shall be Curbside, except for locations with City-approved Modified Collection Locations for disabled residents or City-approved Alley Service Units.

6.20 Waste Disposal Sites

The Contractor shall have and maintain during the Agreement Term adequate capacity at its Proposed Disposal Site to receive all Trash and Bulky Waste collected under the Agreement from all Residential sources. The Contractor's Disposal Site shall be properly authorized under all applicable federal, state and local laws.

6.21 Yard and Brush Waste Processing Facility

The Contractor shall be responsible for Collection, hauling, and Processing Yard and Brush Waste at a Yard and Brush Waste Processing Facility provided by the Contractor and identified in the Proposal, if the Proposer is utilizing a landfill located in Missouri or diverting Yard and Brush Waste. The Contractor shall have and maintain during the Agreement Term sufficient capacity at its Proposed Yard and Brush Waste Processing Facility to receive and Process all Yard and Brush Waste collected by the Contractor from the City's Yard and Brush Waste program. The Contractor shall be responsible for producing a mulch or compost product for sale to secondary markets and separation and Disposal of any contaminants. The Proposer shall include the cost of Collection, hauling, Processing, product marketing, and contaminant disposal in the prices submitted on Form 3C.

[Reference: Section 13.0 of the Agreement]

6.22 Recyclable Material Facility

The Contractor shall be responsible for Processing all Program Recyclable Materials collected under the Agreement at a Recyclable Material Facility provided by the Contractor and identified in the Proposal. The Contractor shall have and maintain sufficient capacity at its proposed Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term. The Contractor may design and construct a Recyclable Material Facility to fulfill the terms of the Agreement or use an existing facility.

The Contractor shall operate the Recyclable Material Facility in compliance with all applicable laws. The Contractor shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Contractor shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Contractor's operating records and/or perform material composition audits to verify compliance with these requirements.

The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The Proposer shall include the cost of Collection, hauling, and Processing Program Recyclable Materials in its unit prices submitted on Form 3B.

[Reference: Section 12.0 of the Agreement]

6.23 Transfer Stations

If the Proposer intends to use a transfer station to haul Trash, Program Recyclable Material, Brush Waste, Bulky Waste, or Yard Waste to a Disposal Site or Processing Facility, the transfer station shall be identified in the Proposal and the Proposer shall provide details about the proposed transfer station in accordance with Section 7.10.2. The cost of receiving materials at the transfer station and hauling from the transfer station to the Disposal Site or Processing Facility shall be included in the Proposer's unit prices on Form 3.

[Reference: Section 14.0 of the Agreement]

6.24 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

[Reference: Section 15.1 of the Agreement]

6.25 Unaccepted Set-Outs

In the event of an Unaccepted Set-out, the Contractor shall:

A. Take a photograph of the entire set-out;

B. Collect any portion that is properly set-out and can be easily separated;

C. Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out; and

D. Record the location address.

[Reference: Section 20.0 of the Agreement]

6.26 Carts and Containers

The Contractor, at its sole cost, shall provide a secured area within the City to store Carts prior to distribution or replacement. The Contractor, at its sole cost, shall deliver Cart(s) to Residential customers within two (2) business days of receiving a customer request for repair or replacement.

The color and appearance of the Carts shall be at the City's sole discretion. The Carts may request that the Cart's display the City's name, logo, customer service number and any other information requested by the City.

The Contractor shall be responsible for Cart storage, maintenance, repair, and replacement services including pick-up and delivery of repaired and replacement Carts. Carts shall be stored and maintained at a location provided by the Contractor and shall not be stored on City property. The Contractor shall provide such Cart services at no additional cost to the City.

The Contractor shall provide warranty support for the City's Carts and shall have computer software capable of supplying the City with detailed information to meet all recordkeeping and reporting requirements in accordance with Sections 41.0 and 42.0 of the Agreement.

[Reference: Sections 18.0 and 19.0 of the Agreement]

6.27 Missed Collection

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 9:00 AM on the day after the complaint is received.

[Reference: Section 21.0 of the Agreement]

6.28 Storm and Disaster Debris Management

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 37.0 of the Agreement.

[Reference: Section 16.0 of the Agreement]

6.29 Education and Outreach

The Contractor shall have the following responsibilities related to public education and outreach:

A. Cooperate with the City related to education and outreach efforts, including providing information to support messaging

B. Support other public education activities such as trucks for school presentations and neighborhood events

C. Distribute developed and printed public education materials upon request by the City

D. Maintain copies of information and notices left for Residents and Customers regarding Unaccepted Set Out notices for compliance purposes

E. Provide information regarding recyclable materials and services for recycling-related community events

F. Assist with development or distribution of program introduction or change notices if requested by the City

G. Contractor to provide educational tours of the recycling facility, upon City or community request

[Reference: Section 22.0 of the Agreement]

6.30 Vehicle and Equipment Standards

The Contractor shall provide a fleet of collection vehicles and equipment sufficient in number and capacity to efficiently perform all services proposed and to meet the requirements in Section 17.0 of the Agreement. The Respondent shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning and routing of Collection Vehicles, work order management and photo verification of service delivery as further described in Draft Agreement Section 17.0. The City shall have real time read-only access to the onboard data systems The Respondent shall provide details about the proposed equipment, software, and systems in their Proposals. All costs to install, maintain and operate the onboard technology systems are included in base Contract Rates for Residential Services.

[Reference: Section 17.0 of the Draft Agreement]

6.31 Customer Billing

The Contractor shall invoice the City for Residential Collection Services on a monthly basis. The invoice shall be based on the number of Service Units multiplied by the applicable Contract Rates. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld.

The Contractor shall also invoice residents for any Additional Brush and Bulky Waste Collection Services that are requested in in accordance with Section 6.18. Within ten (10) days of the end of each month, the Contractor shall remit to the City a statement of all fees invoiced for Additional Bulky Waste Collection Services performed during that month.

Contract Rates include Collection, Processing, and Disposal costs except as described in Section 4.7.

[Reference: Section 43.0 of the Draft Agreement]

7.0 PROPOSAL FORMAT

7.1 General Instructions

To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. In numbering proposals, the Proposer shall use the same section numbers and titles and shall provide its responses in the same order as each item is numbered and ordered herein. Failure to comply with this direction may result in rejection of the proposal. The Proposal shall be completed in sections which are described below.

Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by referenced into any Agreement developed as a result of this RFP. The City discourages the inclusion of general marketing material, equipment manuals, or large financial statements unless they are used to provide specific information or specifically requested by the City.

However, the City will also accept paper submittals, if received by the due date and time listed below. The City cannot guarantee, due to internal mail delivery procedures, that any submittal sent priority mail will be picked up from the post office by City mail employees and delivered to the Purchasing Division by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. Respondent shall bear full responsibility for ensuring the submittal is delivered to the specified location by the due date and time. Late submittals will be rejected as non-responsive. All hard copy submittals must be clearly addressed to the Purchasing Division and include the submittal name and number on the outside of the envelope/package. Proposals shall be submitted in accordance with the information included in this RFP and in the proposal format described herein.

7.2 Signatures

All required signatures shall be manual, in ink by an authorized representative of the Proposer who has legal authority to bind the Proposer in contractual obligations. Proposals by corporations must be executed in the corporate name but the President of Vice President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her Title must appear under his/her signature and the official address of the partnership must be shown below the signature.

7.3 Typed or Inked Corrections

Proposals shall be typed or in ink. Erasures, interlineations, or other modifications in the Proposal shall be initialed in ink by the person authorized to sign the Proposal as set forth in Section 4.6 of the RFP.

7.4 Proposal Format

Proposals shall be submitted in the format indicated Table 7-1. The content of each section is described in the sections that follow.

Table 7-1: Proposal Format

Proposal Section	Content
Section 1	Letter of Intent
Section 2	Company History and Ownership
Section 3	Statement of Organization
Section 4	Company Experience
Section 5	Proof of Satisfaction of Preferred Minimum Requirements
Section 6	Method of Approach
Section 7	Financial Statements
Section 8	Required Planning Documents
Section 9	Key Personnel
Section 10	Contractor's Representative
Section 11	Financial Disclosure and Auditing
Section 12	Litigation, Regulatory Actions, and Payment of Liquidated Damages History
Section 13	Compliance Records
Section 14	Financial Proposal
Section 15	All Other Forms

7.5 Letter of Intent

The Letter of Intent shall be signed by the person authorized to sign the Proposal and shall:

A. Be presented on company letterhead

B. Identify the submitting organization

C. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFP process

D. Identify any subcontractors to be utilized

Additionally, the Letter of Intent shall include the following statements:

A. **Proposal Binding for One Hundred Eighty (180) Days.** The proposal shall be binding for one hundred eighty (180) days pursuant to Section 5.9. Each proposal shall contain a statement that the proposal is a firm offer for a one hundred eighty (180) calendar day period from the Proposal Opening Date specified in Section 5.1 of the RFP.

B. **Representation as to Accuracy and Completeness of Proposal.** "The information contained in this Proposal or any part thereof, including exhibits, schedules, and other documents and instruments

delivered or to be delivered to the City, are true, accurate, and complete to the Proposer's knowledge. This proposal 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."

7.6 Company History and Ownership

In addition to the information provided in the Letter of Intent, Proposers shall provide a brief overview of company history and current ownership in narrative form. If owned by a private equity or investment firm, please provide the name of the private equity or investment firm and when the operating entity was acquired. All subcontractors must be identified, including the role of each subcontractor.

7.7 Statement of Organization

Proposer must complete the Statement of Organization Form (Form 1). Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

7.8 Company Experience

Proposer shall briefly describe in narrative format the Proposer's experience that is relevant to each Service(s). The Proposer shall communicate their company background and history, with a specific focus on history in the City of Joplin and Missouri and how they plan to meet the needs of the municipality.

7.9 Proof of Satisfaction of Minimum Requirements

Proposers shall meet the following minimum requirements to be considered for Contract Award.

A. **Ability to Acquire Letter of Credit or Performance Bond.** Proposers shall submit with their qualification package a proof of the ability to acquire a Letter of Credit and/or Performance Bond that meets or exceeds the requirements set forth herein and in Section 36.0 of the Draft Agreement. The surety shall be duly authorized to do business in the State of Missouri; having an "A or better rating by A. M. Best or Standard and Poor's; included on the list of surety companies approved by the Treasurer of the United States of America as reflected on Department of the Treasury Circular 570; and acceptable to the City.

B. **Minimum Experience**. Proposers shall provide information on Form 2 demonstrating successful experience providing solid waste and recycling services that meets the following minimum requirements.

B.1 **Residential Collection Services:** The Proposer shall submit the following information

a) References from at least three (3) current or previous municipal customers served for a period of at least two years each.

b) References from municipal customers serving at least 10,000 households in total.

c) At least one reference from a single municipal customer with 10,000 households or more.

For each reference, the Proposer shall provide the following information

a) Name and location of community

b) Number of households served

c) Dates of service and contract expiration date

d) Description of services provided

7.10 Method of Approach

Proposers must provide the following information for each Service included in the Proposal.

7.10.1 Service Plan

As further described in Section 3.2, the City of Joplin currently provides Residential Collection Services to approximately 17,650 single-family residences. Proposers shall provide a service plan outlining the estimated staffing requirements and numbers and types of collection vehicles and Carts required to provide the following Services in the first year of the Agreement and in annual increments for a maximum total Agreement Term of 10 years.

A. Residential Trash

B. Residential Recycling

C. Yard and Brush Waste

D. Bulky Waste

At minimum, the service plan shall provide estimates of following information.

- The initial number and type of Collection vehicles and other equipment required to perform the services.
- Number of personnel needed for each collection crew to conduct each service.
- Equipment and collection vehicles that will be utilized to provide collection in alleys.
- Number of front line and spare vehicles to be used to perform each service.
- Sizes and location of facilities where equipment will be stored and maintained.
- Any future equipment to be acquired and a detailed timeline for acquisition of new equipment to accommodate future growth.

7.10.2 Delivery Facilities

Proposers shall identify each Disposal Site, Processing Facility, or transfer station to be used for the performance of Services under the Agreement and provide the following information.

A. Name, location, and description of the facility and type of materials that will be managed at the location.

B. Name of owner and operator of the facility(ities), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.

C. Contact name and phone number of the site manager.

D. Term of the Proposer's contract with the facility.

E. If the facility is owned and operated by the Proposer, provide a guarantee to the capacity required over the term of any Agreement developed as a result of this RFP. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.

7.10.3 Collection Vehicles

Proposer shall meet the collection equipment requirements as set forth in Section 17.0 of the Agreement. Proposer shall provide a description of all collection vehicles for each Collection Service on a material-by-material basis (e.g., indicate the number of collection vehicles for each separate material collected as part of Residential Collection Services). Descriptions shall include:

A. Make, model, age, and fuel type of each proposed vehicle. Photos of each type of vehicle should be included.

B. Proposed maintenance program and maintenance facility for all collection Vehicles used to perform services, including a proposed frequency of cleaning vehicles.

C. Proposed location for vehicle storage and fueling.

D. All proposed on-board equipment and systems for collection vehicles to maintain with compliance with the requirements described in Section 17.5 of the Agreement. Proposer shall describe all proposed on-board equipment and systems for collection vehicles, including, but not limited to, internet, GPS, communication systems, spill kit, back-up cameras, and other equipment and systems.

The Proposer shall describe the fuel type of each type of collection vehicle proposed for use and its approach to providing and maintaining any alternative-fueled vehicles.

7.10.4 Residential Collection Schedule and Route Maps

The Proposer shall include proposed route descriptions, schedules, and maps on a material-by-material basis for Residential Collection Service (e.g. indicate the routing for each separate material). The City has a strong preference for residents to maintain the same routing schedule and collection days for residential trash customers as is used currently. However, the City's primary goal is to provide cost effective services. Proposers must identify whether any residential households would have a change in collection days on a material-by-material basis, approximately how many households would be impacted by a change in collection days and provide a detailed description of public education efforts to communicate route changes to impacted residents on a material-by-material basis.

7.10.5 Cart Maintenance

Proposers shall provide the description and address of the planned location where Carts will be managed and maintained. Proposers shall indicate how they will meet the cart maintenance service requirements by providing the following:

A. Description of the Proposer's service capabilities and the service capabilities of any sub-contractors.

B. Detailed description of the process for managing, maintaining, repairing and replacing Carts including any equipment that will be utilized.

C. Description of inspection and quality control policy and procedures

D. Indicate the name and address of the location where Carts that reach the end of their useful lives will be recycled.

7.10.6 Personnel

Proposer shall meet the personnel standards as set forth in Section 26.0 of the Agreement. Proposer shall describe the following:

A. Number of front line and spare staff to be used to perform each service.

B. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.

C. Any training programs for personnel.

D. Dress code that is required for personnel.

E. Procedure for hiring personnel to ensure continuity of service, particularly during labor shortages.

7.10.7 Unaccepted Set-outs

Proposer shall describe its approach to managing Unaccepted Set Outs in accordance with Section 20.0 of the Agreement including a detailed description of its processes for managing and completing work orders.

7.10.8 Missed Collection

Proposer shall describe its approach to documenting and verifying Missed Collection in accordance with Section 21.0 of the Agreement, including a detailed description of its processes for acknowledging Missed Collection reported by the City, servicing Service Units that have reported a Missed Collection, and working with the City identify if any Service Units are in violation of any set-out requirements.

7.10.9 Storm and Disaster Debris

Proposers shall describe its approach to provide sufficient personnel and equipment to collect increased volumes of storm debris material generated including:

A. Any required additional collection crews and equipment to manage surges in volume. Provide information on the additional resources that would be anticipated on a material-by-material basis (e.g., Yard and Brush Waste and Bulky Waste).

B. Engaging a sub-contractor and the number of personnel and equipment that each sub-contractor would provide on a material-by-material basis.

C. Any other approaches to managing surges in volume on a material-by-material basis.

7.10.10 Program Recyclable Materials to be Collected

Proposer shall confirm they will collect, at a minimum, all Program Recyclable Materials as defined in Section 2.0 of the Agreement and shall identify any additional materials that can be collected as a part of the Collection Services at no additional cost (e.g., dedicated cardboard collection) or other materials that may be collected at no additional cost (e.g., metals outside of Cart).

7.10.11 Customer Service and Communication

Proposers shall include a description of customer service policies and procedures, including the following:

A. Description of customer complaint resolution procedures.

B. Plan describing the Contractor’s approach to recruiting, training, equipping, supporting, and supervising the Customer Service Liaison (Section 6.136.13) and a description of their role and responsibilities.

C. Description of communication plan with City staff regarding status and resolution of customer complaints.

D. Use of on-board technology as part of customer service and communications.

The Proposers shall describe the means of communication proposed to be utilized for customer communications (submittal by customer and response and resolution by Proposer) including:

E. Customer complaints

F. Customer inquiries

G. Customer service requests

7.11 Financial Statements

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. If in the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

If the Proposer intends to purchase Vehicles or equipment or construct a Facility to provide one or more Service(s), the Proposer shall provide proof of financial capacity to provide the vehicles, equipment or facility that meet(s) the minimum requirements of the Agreement.

The proof provided will be at the discretion of the Proposer but must clearly demonstrate the capacity to develop and maintain adequate working capital. The information provided should show both financial resources and a history of strong financial profit and loss performance indicating the capacity to repay debt. The Proposer should, at a minimum, include the following information:

A. Planned source(s) of funds for the project, including all debt and equity and approximate allocations from each source.

B. Summary financial statements for the operating entity that will develop and operate this project (do not submit annual reports for publicly traded parent companies).

C. Disclosure of whether the Proposer has filed bankruptcy or defaulted on any loans.

D. Letters of support from lenders or other financial partners, including guarantees from parent companies if a parent company will be providing equity for the project.

E. Dun & Bradstreet Credit Report

If the Proposer intends to develop one or more facilities to provide one or more Service(s), they should include a cost estimate broken out by the following categories:

A. Site work and utilities.

B. Facility building.

C. Other buildings (if applicable).

D. Processing equipment.

E. Rolling stock.

7.12 Required Planning Documents

A. **Transition Plan(s).** Proposer shall describe its proposed strategies to ensure smooth transitions at the start and end of the Agreement. The proposed Transition Plan is of critical importance to the City and must

include information for each area of service. In the transition plan, the Proposer must describe, at a minimum, the following:

A.1 Individual or group of individuals that will oversee the execution of the transition plan.

A.2 Approach to acquisition of equipment and personnel, training of personnel, etc. The transition plan should include all permitting, construction and commissioning activities, as well as equipment installation and testing, as applicable.

A.3 Approach to storage and fueling of vehicles and equipment.

A.4 Confirmation of the Commencement Date for each Service.

A.5 Approach to customer education regarding transition of service provider and changes to existing or introduction of new Residential Services.

A.6 Overall schedule for the transition.

B. **Contingency Plan(s).** Proposers shall describe proposed Contingency Plan(s) to ensure adequate continuity of each Service. Contingency Plan(s) shall meet the requirements of Section 28.1 of the Agreement and must describe, at a minimum, the following for each Service individually:

B.1 The Contingency Plan if any facility utilized under any Agreement resulting from this RFP falls behind schedule and fails to meet the City's schedule requirement. The City requires that the Proposer be ready to accept any material collected via the City's Collection Service starting on the Commencement Date.

B.2 The Contingency Plan if any vehicles or equipment experience unplanned downtime, including the capability of providing back-up vehicles or equipment and the capacity to ensure continuity of service in a timely manner and at no added cost to the City.

B.3 The Hazardous Waste and Special Waste Contingency Plan to detail what actions shall be taken upon discovery of this material type at a facility.

C. **Recordkeeping and Reporting Plan(s).** Proposer shall provide a Recordkeeping and Reporting Plan describing how it will create and maintain records and reports. Proposer shall provide one or more sample report formats with the Proposal.

D. **Fire Prevention Plan(s).** Proposer shall provide a Fire Prevention Plan for all Services.

7.13 Key Personnel

Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under any Agreement developed as a result of this RFP. For

positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contracted for services. Provide one-page résumés, names, and phone numbers of municipal references of the key proposed management team members. In addition, please describe the level of experience and/or familiarity that each of the key personnel have with the City, whether personal or professional. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and other personnel that will have regular contact with the City.

7.14 Contractor's Representative

Identify Contractor's Representative who will be in charge of the Proposer's operations under any Agreements(s) developed as a result of this RFP and who is authorized to make decisions and act on its behalf. Provide a brief description of a communications plan between Proposer and City including expected frequency of in-person coordination meetings and other forms of regular communications.

7.15 Legal Terms and Conditions

7.15.1 Financial Disclosure and Auditing

By submitting a Proposal the Proposer acknowledge the recordkeeping and reporting requirements described in the Draft Agreement and recognizes the right of the City to require such records be made available to the City for a period of five (5) years after last or final payment.

7.15.2 Litigation, Regulatory Actions, and Liquidated Damages History

Proposer shall describe any outstanding lawsuits in Arizona, Arkansas, Florida, Kansas, Louisiana, Nebraska, Oklahoma, Missouri, or Texas during the last five (5) years, current litigation with the City during the last five (5) years and any outstanding regulatory issues in the last five (5) years involving the Proposer, the Proposer's subcontractor(s), and all subsidiaries owned by Proposer. List the amount of liquidated damages or other damages that were paid, the name of the jurisdiction to which such damages where paid, and the event(s) that triggered the damages.

7.15.3 Compliance Records

Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractor(s) received in the past five years (5) from public agencies for vehicles and other equipment, and vehicle staging, maintenance, recyclables processing, composting, mulching, transfer, and disposal facilities in Missouri, which are owned or operated by the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractor(s), Proposer's parent company and subsidiaries, to public agencies in the past five (5) years.

Additionally, identify any agreements in the past five (5) years that have ended prior to the expiration date as they relate to services under the Agreement that involve the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries due to any of the following reasons:

A. Assignment of the agreement to another vendor;

B. Termination of the agreement;

C. Mutual agreement with the customer to discontinue service; and/or

D. Any other reason.

7.16 Financial Proposal

Proposers shall complete the Financial Proposal (Form 3) to provide the City with the proposed Contract Rates for each Service. The Contract Rates shall be inclusive of all labor, materials, equipment, taxes, fees, or any other costs whatsoever that are necessary to meet the requirements included in this RFP and shall be the Contractor's sole basis of compensation under any Agreement resulting from this RFP.

7.17 Forms

Proposers must complete and submit Forms 1-11 with their Proposals, providing signatures where requested. Failure to submit any of the required forms may result in rejection of the Proposal. If the Proposer is not bidding on a Collection Service, the proposer shall write "no bid."

The bulleted list below summarizes the potential service options.

- **Option A**
  - **Residential Trash, Yard, and Brush Waste Collection Service** is collected commingled on a weekly schedule and disposed of at a landfill Disposal Site in a state without a Yard and Brush Waste landfill ban.
  - **Residential Recycling Collection Service** is either provided as an opt-in or universal service on a biweekly schedule and disposed of at a recycling Processing Facility.
  - **Bulky Waste Collection Service** is provided as a separate service on a monthly, quarterly, or on-call schedule and disposed of at a landfill Disposal Site.
  - **Additional Yard, Brush, and Bulky Waste Collection Service** is provided as a separate service agreed upon by the Contractor and the resident.
- **Option B**
  - **Residential Trash Collection Service** is collected on a weekly schedule and disposed of at a landfill Disposal Site.
  - **Residential Yard and Brush Waste** is collected separately on a weekly or biweekly schedule and is disposed of at Yard and Brush Waste Processing Facility.
  - **Residential Recycling Collection Service** is either provided as an opt-in or universal service on a biweekly schedule and disposed of at a recycling Processing Facility.
  - **Bulky Waste Collection Service** is provided as a separate service on a monthly, quarterly, or on-call schedule and disposed of at a landfill Disposal Site.
  - **Additional Yard, Brush, and Bulky Waste Collection Service** is provided as a separate service agreed upon by the Contractor and the resident.

EXHIBIT A FORMS

FORM 1
STATEMENT OF ORGANIZATION

Proposer Name: _____

Full Name of Business: _____

Type of Corporate Entity: _____

Tax ID: _____

Principal Business Address: _____

_____

Local Business Address: _____

(if applicable) _____

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

_____

_____

Subcontractor(s)

List all subcontractors participating on this proposal

Name	Address	Area of Responsibility

Cooperative Purchasing

Is the Proposer willing to allow other governmental entities to purchase goods and services on the same terms and conditions as contained in any Agreement resulting from this RFP in accordance with Chapter 34, 37, and 67 of the Missouri State Statues and Section 4.15 of the RFP?

Yes: ☐ **No:** ☐

FORM 2
PROJECT REFERENCES AND EXPERIENCE

Form 2A: Residential Collection References and Experience

Part A: References

Proposers shall furnish the following information for at least three (3) active Residential Collection Service customers as described in Section 7.9.

Proposer's Name _____

1. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____
   Email Address _____

2. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____
   Email Address _____

3. Community Name _____
   Name of Contact _____
   Title of Contact _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) _____

Email Address _____

Part B: Experience

Proposers may copy this form and submit as many as applicable based on the references provided in Form 2A, Part A.

Experience Information:

Name of Community: _____

Location: _____

Experience Overview:

Dates of Service: _____

Contract End Date: _____

Number of Residential Units Served: _____

Additional Experience/Project Description:

Blank sheets with continued additional experience/project descriptions, drawings or photos may be included as attachments to this Form.

FORM 3
FINANCIAL PROPOSAL

Form 3A: Residential Trash Collection

This form is provided for Proposers to indicate unit prices for weekly Residential Trash Collection as further described in Section 6.14. All prices exclude Cart purchase and include Cart set-up, storage, delivery, exchange, and maintenance costs. All pricing shall include Collection, Processing, and Disposal.

Service	Proposed Fee	Unit
Option A (Yard Waste and Brush collected with Trash)		
1. Trash Collection Base Fee[1]	$	Per Service Unit per Month
Option B (Yard Waste and Brush not collected with Trash)		
2. Trash Collection Base Fee[1]	$	Per Service Unit per Month
Option A or B		
3. Additional Trash Cart Fee[2]	$	Per Additional Cart per Month
4. Replacement Trash Cart Fee[3]	$	Per Replacement Cart

1. Proposer shall indicate base monthly unit cost for Residential Trash Collection for one (1) Cart per Residential Service Unit as described in Section 6.14 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer.
2. Additional Trash Cart Rate includes monthly Residential Trash collection cost for each Cart in addition to one (1) base Cart per Residential Service Unit as described in Section 6.14 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer.
3. One-time cost to assemble and deliver one (1) Trash Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Processing, and maintenance costs for the replacement Cart.

Form 3B: Residential Recycling Collection

The Proposer shall enter pricing on this form for Residential Recycling Collection, which includes every other week collection of commingled Recyclable Materials and Processing at a Recyclable Material Facility provided by the Contractor as further described in Section 6.15. All pricing shall include Collection, Processing, and Disposal.

Service	Proposed Fee	Unit
Option A or B		
1. Recycling Collection Base Fee (**Opt-in**)[1]	$	Per Service Unit per Month
2. Recycling Collection Base Fee (**Universal**)[1]		Per Service Unit per Month
3. Additional Recycling Cart Fee[2]	$	Per Additional Cart per Month
4. Replacement Recycling Cart Fee[3]	$	Per Replacement Cart

1. Proposer shall indicate base monthly unit cost for Residential Recycling Collection for one (1) Cart per Residential Service Unit as described in Section 6.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer.
2. Additional Recycling Cart Rate includes monthly Residential Recycling collection cost for each Cart in addition to one (1) base Cart per Residential Service Unit as described in Section 6.15 of the RFP. Includes Cart storage, maintenance, Collection, hauling and Processing at a licensed facility selected by the Proposer.
3. One-time cost to assemble and deliver one (1) Recycling Cart to replace a Cart damaged by the customer and remove and repair or dispose of the damaged Cart. Excludes ongoing monthly collection, Processing, and maintenance costs for the replacement Cart.

Form 3C: Residential Yard and Brush Waste Collection

The Proposer shall enter pricing on this form for Residential Yard and Brush Waste Collection, which includes Collection and hauling of Yard and Brush Waste to the Processing Facility as further described in Section 6.16, and Additional Yard, Brush, and Bulky Waste Collection as further described in Section 6.17 and Section 6.18.

Service	Proposed Fee	Unit
Option A: Yard and Brush Waste Commingled with Trash Collection		
Weekly Collection[1]	$	Per Service Unit per Month
Every Other Week Collection[2]	$	Per Service Unit per Month
Option B: Separate Yard and Brush Waste Collection		
Weekly Collection[1]	$	Per Service Unit per Month
Every Other Week Collection[2]	$	Per Service Unit per Month

1. Monthly fee per Residential Service Unit for once-per-week Collection of up to four (4) cubic yards of Yard and Brush Waste including hauling and disposal at Contractor's Disposal Location.
2. Monthly fee per Residential Service Unit for every other week Collection of up to four (4) cubic yards of Yard and Brush Waste including hauling and disposal at Contractor's Processing Facility.

Form 3D: Residential Bulky Waste Collection

This form is provided for Proposers to indicate unit prices for Residential Bulky Waste Collection and Additional Yard, Brush, and Bulky Waste Collection as further described in Section 6.17 and Section 6.18. Disposal is included in Contract Rates. All pricing shall include Collection, Processing, and Disposal. All pricing shall include Collection, Processing, and Disposal.

Service	Proposed Fee	Unit
Option A: Yard and Brush Waste Commingled with Trash Collection		
Option 1: Monthly Collection[1]	$	Per Residential Service Unit per Month
Option 2: Quarterly Collection[2]	$	Per Residential Service Unit per Month
Option 3: Collection by Appointment[3]	$	Per Residential Service Unit per Month
Contractor's Price for Additional Yard, Brush, and Bulky Waste Collection per Section 6.18.	$	Per each collection in excess of program limits up to four (4) per additional collection
Option B: Separate Yard and Brush Waste Collection		
Option 1: Monthly Collection[1]	$	Per Residential Service Unit per Month
Option 2: Quarterly Collection[2]	$	Per Residential Service Unit per Month
Option 3: Collection by Appointment[3]	$	Per Residential Service Unit per Month
Contractor's Price for Additional Yard, Brush, and Bulky Waste Collection per Section 6.18.	$	Per each collection in excess of program limits up to four (4) per additional collection

1. Monthly fee per Residential Service Unit for once-per-month Collection of up to four (4) cubic yards of Bulky Waste including hauling and disposal at Contractor's landfill site.
2. Quarterly fee per Residential Service Unit for quarterly Collection of up to twelve (12) cubic yards of Bulky Waste including hauling and disposal at Contractor's Disposal Location.
3. Per Appointment fee per Residential Service Unit for up to four (4) Bulky Waste Curbside Collections per unit per year on a by-appointment basis. Up to four (4) cubic yards per Collection. Fee includes Collection, hauling and disposal at Contractor's landfill site.

FORM 4 DISCOUNT FOR 7 YEAR INITIAL TERM CONTRACT

In Form 3 fees were based on a five (5) year initial term for the Contract. The City is considering an initial term of seven (7) years. To understand whether it is in the best interest of the City and Customers to have an initial term of seven (7) years, the City requests Proposers to identify the discount to be applied to all fees in Form 3 the city elects a seven (7) initial terms: _____%.

FORM 5
CERTIFICATE OF INSURABILITY

I hereby certify that as a Proposer to the City of Joplin for Solicitation Number_____, I am fully aware the Insurance Requirements contained in the Agreement, located in Exhibit C to this RFP, apply if I am awarded one or more service options pursuant to this RFP. Furthermore, I hereby assure the City of Joplin that I am able to produce the insurance coverage required should I be selected for contract award.

Should I be awarded a contract, and then become unable to produce the Insurance coverage specified within fourteen (14) calendar days, I understand that I may not be considered for further projects by the City Joplin.

_____
Signature of Proposer

_____
Printed Name of Signee

_____
Company Name

_____
Date

FORM 6
ACKNOWLEDGEMENT OF ADDENDA

Proposers shall acknowledge each addendum included in this RFP by filling in the addendum number and checking the box to indicate receipt of each addendum.

Addendum Number	Acknowledgement of Receipt of Addenda

FORM 7
NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to submit this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by the Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this Proposal, and that neither the Proposer nor their employees nor agents have been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of goods or services or to influence any person to propose or not to propose thereon.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

FORM 8
SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

FORM 9
EXCEPTION FORM

Proposer Name: _____

List any exceptions to the RFP, Draft Agreement, or other RFP Documents in the space provided. Proposers shall clearly identify the section reference to which the exception pertains. Proposers shall include the exception, a summary discussion of reasons for the exception, any proposed alternative language, the location in the RFP Documents where they are taking the exception, sections of the Proposal where alternatives are discussed, and any other information required pursuant to Section 5.11 of the RFP.

Exceptions

If additional space is needed, include additional copies of this page.

All Proposers MUST COMPLETE this page.

RETURN with Proposal or Proposal will be considered NON-RESPONSIVE.

Our proposal is submitted according to: _____ Proposed exceptions listed above

OR _____ No exceptions

FORM 10
RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF JOPLIN, MISSOURI, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEYS' FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature:_____

Printed Name: _____

Title:_____

Date:_____

FORM 11
SIGNATURE FORM

The undersigned agrees, if the best and final proposal is accepted, to furnish all goods and services at the price and upon the terms and conditions contained in the RFP Documents. By signing and submitting this Proposal, the Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

Proposer (Entity Name)		Signature
Street & Mailing Address		Print Name of Signatory
City, State, and Zip		Title of Signatory
Telephone No.		Mobile No.
Email Address		Date Signed

The Proposer is (check one):

_____ An individual proprietorship

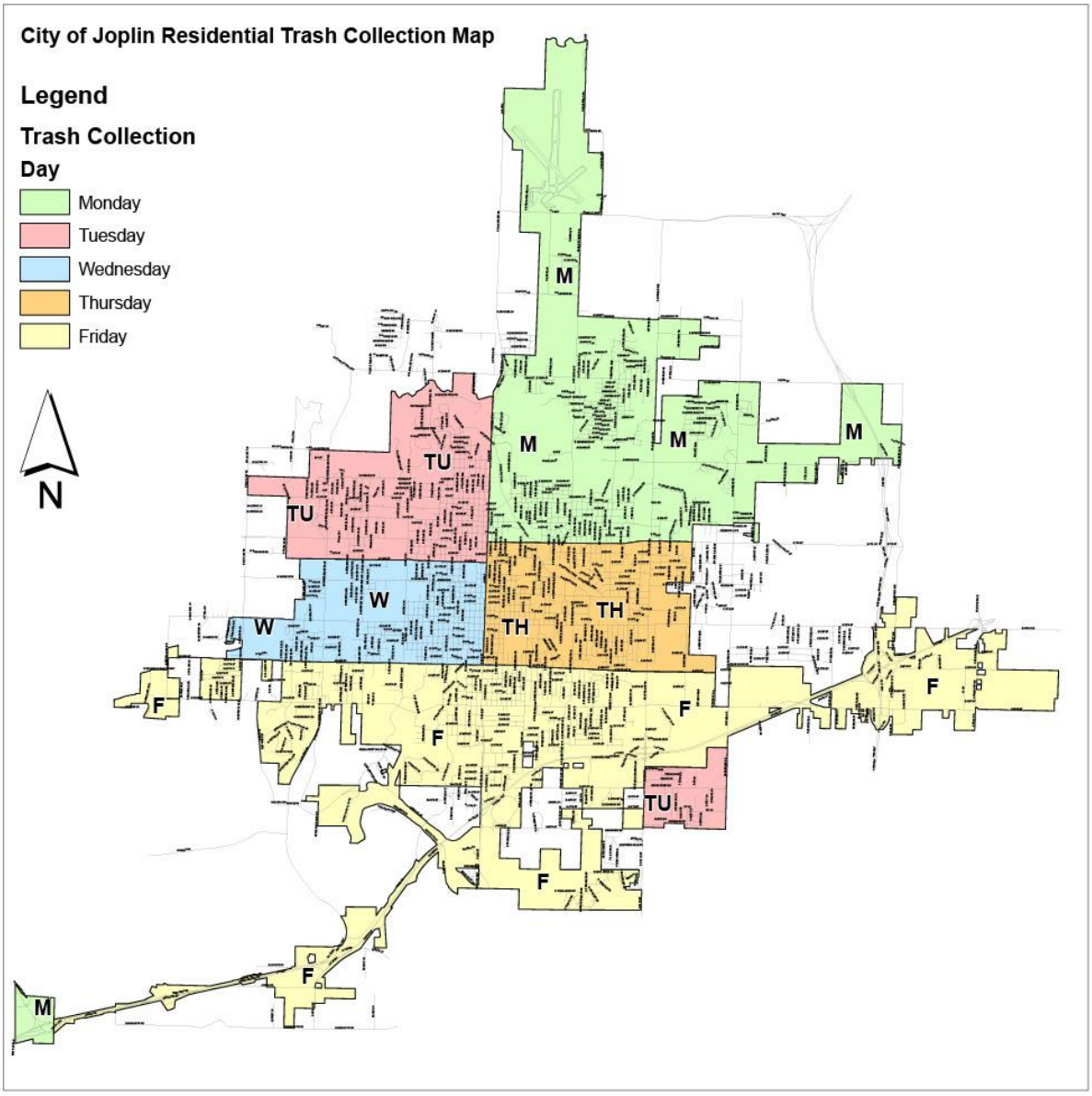
_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

If not the same as above, indicate the city and state that your principal place of business is located:

EXHIBIT B MAPS

Map 1
City of Joplin Residential Trash Collection Map



Map 2
City of Joplin Residential Recycling Collection Map

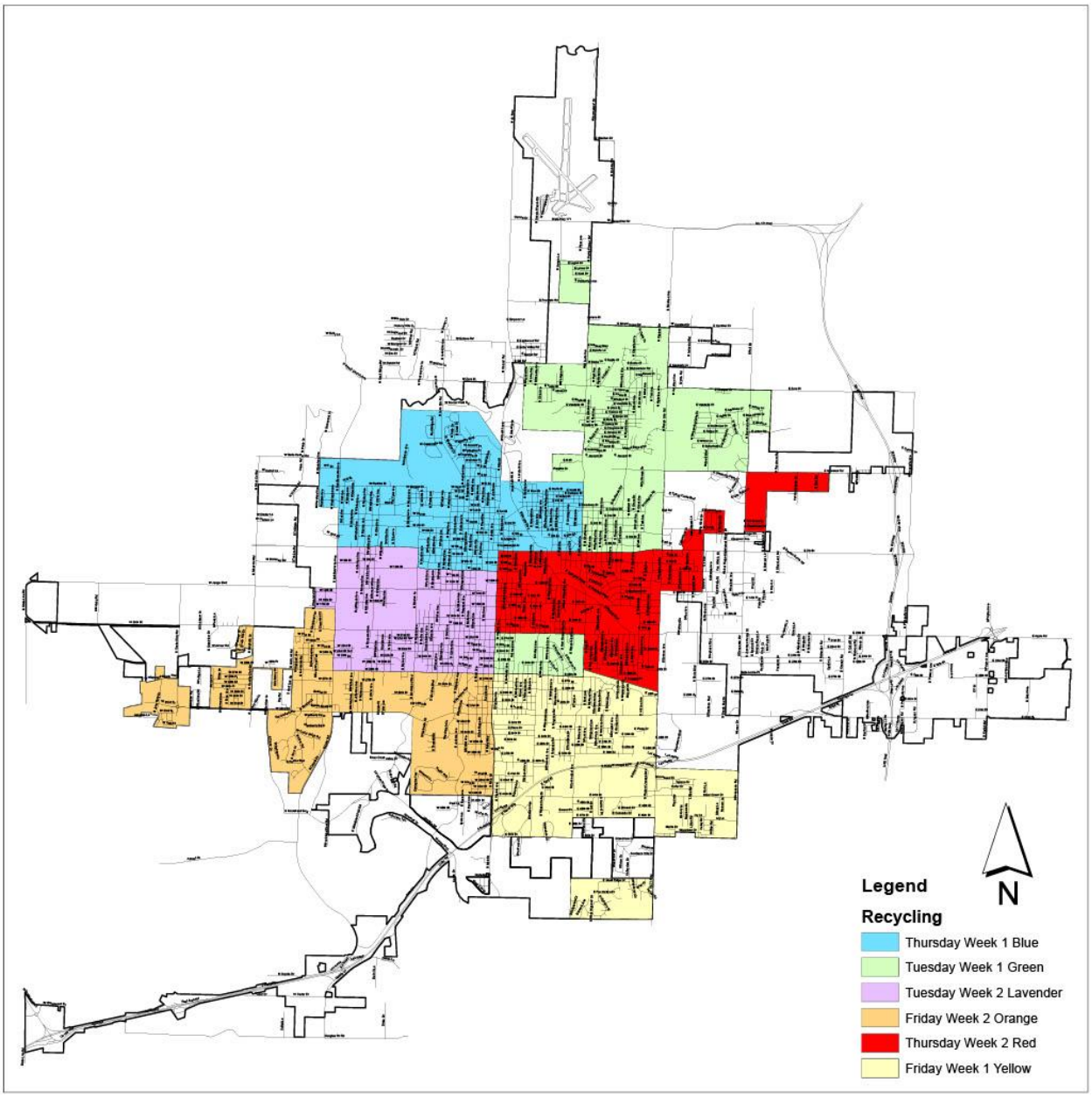


EXHIBIT C DRAFT AGREEMENT

[Insert the completed Draft Agreement (Developed using Appendix A of the Guide, below) as Exhibit C of the final RFP document]

DRAFT SOLID WASTE AND RECYCLING SERVICES AGREEMENT

between

CITY OF JOPLIN, MISSOURI

and

[SELECTED CONTRACTOR]

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SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT

between

CITY OF JOPLIN, MISSOURI

and

[Contractor]

This Agreement is made on **[DATE]**, between the **CITY OF JOPLIN**, a Missouri municipal home rule corporation, hereinafter referred to as "the City," and **[CONTRACTOR]**, a corporation, hereinafter referred to as "the Contractor."

1.0 RECITALS

WHEREAS, The City issued a Request for Proposals for Solid Waste and Recycling Collection Services (hereinafter "the RFP"); and,

WHEREAS, The Contractor submitted a proposal in response to the RFP on or before **[DATE]**; and,

WHEREAS, The City received and evaluated proposals from proposers in response to the RFP; and,

WHEREAS, The City and The Contractor have engaged in negotiations regarding the RFP; and,

WHEREAS, The City desires to hire the Contractor to provide those services as specified hereinafter; and,

WHEREAS, the Contractor desires to provide those services specified hereinafter;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the City and the Contractor agree as follows:

2.0 DEFINITIONS

2.1 Recitals Incorporation

The foregoing recitals are true and correct and hereby incorporated herein by reference.

2.2 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

5G — 5G shall mean fifth-generation broadband cellular software that provides device connectivity and greater bandwidth, faster download speeds, and more robust machine-to-machine communication.

Act of Default or Default **—** Act of Default or Default shall mean any failure to timely, fully and completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions, as stated in this Agreement.

Additional Brush and Bulky Waste Services **—** Additional Residential Brush and Bulky Waste Services shall mean Residential Brush and Bulky Waste Services that exceed the collection quantity or collection frequency limits specified in Section 8.1.4.

Agreement **—** Agreement shall mean this document, including any written amendment thereto as agreed upon by the City and the Contractor.

Agreement Term— Agreement Term shall mean the full term of the Agreement, including the Initial Term and any Optional Renewal Term unless sooner terminated.

Alley Service Unit— Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Application Programming Interface (API) — API shall mean an interface that supports interactions between multiple software applications or mixed hardware-software applications, intended to provide rapid and reliable electronic communication through the City's data management and/or billing software.

Bag **—** Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Waste Services shall not exceed forty (40) pounds.

Beyond Contractor's Control **—** Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush **—** Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste **—** Bulky Waste shall mean large items such as furniture, appliances, mattresses, carpet, and other items too large to place in 96-gallon Carts. Prohibited items include Construction or Demolition

waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, automotive parts, and extra trash bags regardless of the quantity or contents.

Bulky Waste Services — Bulky Waste Services shall mean the collection and disposal of Bulky Waste and the collection and recycling of Bulky Waste by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, CDT until 5:00 PM, CDT.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

City — City shall mean the City of Joplin, Missouri, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive City Services. The City has the sole authority to add or eliminate City Events to receive City Services.

City Facility — City Facility shall mean any City owned or operated facility designated by the City as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 4.1.

City Services — City Services shall mean Trash, Bulky Waste, and Recycling Collection, Processing, and Disposal Services for City Facilities, and City Events.

Council — Council shall mean the City Council, the governing body of the City.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Waste and transporting it to a Disposal Site, the act of removing Recyclable Material and transporting it to a Recyclable Material Facility, or the act of removing Yard Waste and transporting it to a Processing Facility.

Collection Day — Collection Day shall have the meaning set out in Section 9.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or activity other than single-family and duplex residential development including but not limited to hotels, motels, residential structures containing three or more dwellings, residential care facilities, businesses, industrial, and institutional facilities, construction projects, or an individual renting one (1) or more Roll-Off Container(s) located at their residence.

Commercial Recyclable Material — Commercial Recyclable Material shall mean Recyclable Material Collected from Commercial buildings, establishments, or activities including multifamily dwellings, other than single-family and duplex residential development.

Commercial Recycling Collection Services — Commercial Recycling Collection Services shall mean Collection and delivery of Commercial Recyclable Materials to a Delivery facility pursuant to this Agreement.

Commercial Trash — Commercial Trash shall mean all normal waste products of Commercial buildings, establishments, or activities, excluding sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, or any other waste material that cannot be broken down to fit into Commercial Trash Containers specified in this Agreement.

Commercial Trash Collection Services — Commercial Trash Collection Services shall mean Collection and delivery of Commercial Trash to a Delivery Facility pursuant to this Agreement.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-Off Container.

Contamination — Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Waste other than Yard Waste

Contract Rates — Contract Rates shall mean the unit prices for Services as shown in Services as shown in Attachment 3 respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

Customer — Customer shall mean the owner of a Commercial property or manager of a construction site located within the Service Area or their representative.

CY — See Cubic Yard.

Delivery Facility — Delivery Facility shall mean any suitably licensed transfer station, Disposal site, or Processing Facility designated by the City where the Contractor delivers Trash, Bulky Waste, Yard Waste or Recyclable Materials pursuant to this Agreement.

Discharge — Discharge shall mean the deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release, or to allow, permit, or suffer any of these acts or omissions.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site— Disposal Site shall mean a Solid Waste management facility authorized by the Missouri Commission on Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Effective Date — Effective Date shall mean the effective date of the Agreement as defined in Section 7.1.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 37.

Front Load Container — Front Load Container shall mean any Container, with a capacity of two (2) cubic yards to ten (10) cubic yards and designed to be lifted and emptied into a standard front load collection vehicles as approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

Gross Revenues — Gross Revenues shall mean all revenues received, directly or indirectly, by the Contractor, its affiliates, subsidiaries, parent, and any person in which the Contractor has a financial interest, from or in connection with this Agreement.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 7.2.

Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

May **—** May shall mean something that is not mandatory but permissible.

Missed Collection **—** Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location **—**Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex **—** Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit **—** Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 7.3.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets; Recovery of Yard Waste, treatment into mulch or compost, and marketing of mulch or compost to end markets.

Processing Facility **—** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing Yard Waste or Recyclable Material.

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Glass Recyclable Material — Program Glass Recyclable Material shall mean any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Material shall not mean window glass, porcelain, or china.

Program Household Hazardous Waste (HHW) Material — Program Household Hazardous Waste Material shall mean paint, motor oil, batteries, cleaners, herbicides, insecticides and other common household

hazardous wastes as listed and approved by the City for acceptance in its Household Hazardous Waste Collection Services program.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

(i) Kraft paper;
(ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
(iii) Old newspaper including slick paper inserts;
(iv) Chipboard; and
(v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 or #2 plastics.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, and Program Aluminum and Steel Recyclable Material.

Proposal — Proposal shall mean the proposal submitted by the Contractor in response to the Request for Proposals.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Recyclable Material Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Recyclable Material Facility — Recyclable Material Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Request for Proposals (RFP) **—** Request for Proposals shall mean City of Proposer Request for Proposals Number 2026-120-1 through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean a residential building with two (2) or fewer dwelling units located within the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Waste Services, Recycling Services, and Yard Waste Collection Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Recyclable Material Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see "Request for Proposals."

Roll-Off Container— Roll-Off Container shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is designed to be loaded onto a standard roll-off truck and transported to a Solid Waste Facility or Recyclable Material Facility and approved for use by the City.

Rubbish — Rubbish shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of Joplin, Missouri, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean July 1, 2026, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

Single Stream — Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the generator to subdivide the Program Recyclable Materials prior to collection.

Solid Waste — Solid Waste shall mean Trash, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid,

semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, but does not include:

(i) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code;
(ii) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction.

Solid Waste Facility — Solid Waste Facility shall mean all contiguous land, structures, other appurtenances, and improvements on the land used for disposing of Solid Waste.

Special Waste — Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes shall include:

(i) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of Missouri Administrative Code, Title 30
(ii) Class 1 industrial nonhazardous waste
(iii) Untreated medical waste
(iv) Septic tank pumpings
(v) Grease and grit trap waste
(vi) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f)
(vii) Slaughterhouse wastes
(viii) Dead animals
(ix) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste
(x) Pesticide (insecticide, herbicide, fungicide, or rodenticide) container
(xi) Discarded materials containing asbestos
(xii) Incinerator ash
(xiii) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of Missouri Administrative Code, Title 30
(xiv) Used oil
(xv) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Missouri when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter
(xvi) Waste generated outside the boundaries of Missouri that contains:
    (a) any industrial waste
    (b) any waste associated with oil, gas, and geothermal exploration, production, or development activities
    (c) any item listed as a special waste in this paragraph

(xvii) Lead acid storage batteries
(xviii) Used-oil filters from internal combustion engines.

State — State shall mean the State of Missouri.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Attachment 2.

Trash — Trash shall mean Residential Trash and Commercial Trash.

Trash Collection Services— Trash Collection Services shall mean Residential Trash Collection Services.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

Yard Waste — Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches that are set out to be collected as a part of the Yard Waste Collection Service. Any such material set out to be collected with Trash or Bulky Waste Services shall be considered Trash or Bulky Waste.

Yard Waste Bag — Yard Waste Bag shall mean Kraft bag or other sack authorized by the City, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents shall not exceed forty (40) pounds.

Yard Waste Bundle — Yard Waste Bundle shall mean limbs or Brush cut into lengths of 4 feet or less and securely tied with no limbs exceeding six inches in diameter and no bundle exceeding 50 pounds in weight.

Yard Waste Collection Service — Yard Waste Collection Service shall mean the Collection of Yard Waste and delivery to the Delivery Facility pursuant to this agreement.

3.0 REPRESENTATIONS

3.1 Representations

3.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

3.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

(i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.

(ii) The Contractor has obtained or will provide the necessary processing and marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 7.0 of this Agreement.

(iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.

(iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.

(v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.

(vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

4.0 GENERAL CONDITIONS

4.1 Designated Representative

Any notices or communication required or permitted to be made to either the City or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: [**NOTE:** Information will be added to final Agreement upon award by the City to the successful Proposer]

If to the City: Assistant Director of Public Works

City of Joplin

602 S Main St, Joplin, Missouri 64801

The Assistant Director of Public Works serves as the City's Representative for this Agreement and as the sole point of contact for the Contractor(s).

Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) business days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one (1) business day after delivery to such overnight carrier. Each party, by

similar written notice given five (5) business days in advance to the other Parties in the aforesaid manner, may change the address to which notice may be sent.

4.2 Compliance with Laws and Regulations

The Contractor understands, acknowledges, and agrees the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

In addition, the Contractor shall comply with the following laws:

(i) Occupational Safety and Health Administration (OSHA)
The Contractor warrants that any work performed on City property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable labor laws, regulations, and standards.

(ii) Equal Employment Opportunity
Contractor will comply with applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

(iii) Fair Labor Standards Act
Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

4.3 Certification of Non-Resident/Foreign Companies

If the Company is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

A. 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.

B. 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.

4.4 Nondiscrimination

The Contractor agrees in the performance of this contract 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 Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60- 300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60- 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities

5.0 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the Joplin, Missouri, as may be amended from time to time.

6.0 RIGHT TO PROVISION OF SERVICES

6.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

6.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Residential Collection Services within the City including providing all Collection Services to Residential Service Units. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

Notwithstanding the Contractor's exclusive right to provide Residential Collection Services, it is understood and agreed that a construction contractor may haul and dispose of Construction or Demolition waste generated by a project located within the City that the construction contractor was hired to perform, provided that the construction contractor uses its own equipment to store and haul the Construction or Demolition Waste.

7.0 EFFECTIVE DATE AND TERM OF AGREEMENT

7.1 Effective Date of Agreement

Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.

7.2 Initial Term

Unless sooner terminated in accordance with Section 38.0, the Initial Term of the Agreement shall be for a [CONTRACT TERM LENGTH] year period commencing on [DATE & TIME] and continuing in effect until [DATE & TIME].

7.3 Optional Renewal Terms

After the Initial Term, the City may, at its sole discretion, specify one or more Optional Renewal Terms for the Agreement with a combined total length of not more than [RENEWABLE TERM LENGTH] years such that the

total length of the Agreement including the Initial Term and Optional Renewal Terms shall not be longer than [MAX YEARS] years.

Optional Renewal Terms shall be on the same terms and conditions that were in effect on the date that the Initial Term or previous Optional Renewal Term expired. The City shall provide written notice to the Contractor of its intention to exercise any Optional Renewal Term not later than one-hundred-eighty (180) calendar days prior to the scheduled expiration date of the Initial Term or the then current Optional Renewal Term of this Agreement. This provision in no way limits the City's right to terminate this Agreement at any time during the Initial Term or any Optional Renewal Term pursuant to the provisions in this Agreement.

8.0 RESIDENTIAL COLLECTION SERVICES

8.1 Residential Collection Services Scope

8.1.1 Residential Trash Collection Services Scope

[**NOTE:** Information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall collect one (1) time per week, on a scheduled Collection Day, all Trash contained in Trash Carts. Each Residential Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 150 pounds, inclusive of the Cart and contents. A Resident may request that the Contractor increase the number of Trash Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Trash Carts at their Residential Service Unit, the Contractor shall collect, once per week on the same scheduled day as the first Trash Cart, all Trash contained in the number of Trash Cart(s) specified by the Resident.

8.1.2 Residential Recycling Collection Services

[**NOTE:** Information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall collect every other week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Recyclable Materials in one (1) Recycling Cart. Each Residential Service Unit shall have a minimum of one (1) Recycling Cart. A Resident may request that the Contractor increase the number of Recycling Carts at their Residential Service Unit for an additional charge. Upon the Contractor's receipt of a Resident's request to increase the number of Recycling Carts at their Residential Unit, Contractor shall collect, every other week on the same scheduled day as the first Recycling Cart, all Recyclable Materials contained in the number of Recycling Cart(s) specified by the Resident. Residential Service Units shall not be required to separate Recyclable Materials by type prior to Collection.

8.1.3 Residential Yard and Brush Waste Collection Services

[**NOTE:** Information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall collect one (1) time per week, on the same scheduled Collection Day of that week as Contractor Collects Trash, all Yard and Brush Waste Bags and Yard and Brush Waste Bundles placed at the Curbside.

At no additional cost to the City, the Contractor shall collect natural Christmas trees from Residents on regular Collection Days between December 26 and January 27 and deliver them to the Processing Facility for composting. Artificial trees, bagged trees, or trees with lights, ornaments, or flocking shall not be accepted. Residents are not required to cut and bundle trees as required for normal Yard Waste Collection Services.

8.1.4 Residential Bulky Waste Collection Services

[**NOTE:** Information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall provide Curbside Collection of Bulky Waste to all Residential Service Units. Residents may set out up to four (4) cubic yards of Bulky Waste per Collection. Residents may request Additional Yard, Brush, and Bulky Waste Collection Services in accordance with Section 8.1.5.

8.1.5 Additional Residential Yard, Brush, and Bulky Waste Collection Services

[**NOTE:** Information will be updated in the final Agreement upon award by the City to the successful Proposer]

A Resident may submit a request to the Contractor for Additional Residential Yard, Brush, and Bulky Waste Collection Services. Upon receipt of a request from a Resident for Additional Residential Yard, Brush, and Bulky Waste Services, the Contractor shall Collect, on a Collection Day agreed upon by the Contractor and Customer, all Yard, Brush, and Bulky Waste as specified by the Resident for an additional charge.

8.2 Residential Collection Services Location

Except as described below, Residential Collection Services shall be provided at Residential Service Units.

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Ally Service Unit or Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

The Contractor shall collect from Alley Service Units using modified equipment or operations if its regular collection vehicles are unable to safely operate in alleys. The Contractor shall provide Residential Collection Services from City-approved Modified Collection Locations and Alley Service Units at no additional cost to the City.

9.0 COLLECTION DAYS AND HOLIDAYS

9.1 Residential Collection Days

Each Residential Service Unit shall receive Trash and Recycling Collection Services on a single, weekly Collection Day which shall occur on the same day each week according to a published schedule.

> [**NOTE:** Yard, Brush, and Bulky Waste information will be updated in the final Agreement upon award by the City to the successful Proposer]

9.2 Holidays

The Contractor shall not provide Service on New Year's Day (January 1), Memorial Day (Fourth Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25). Holidays may be added, deleted, or changed upon the sole determination of the City.

The Contractor shall not provide Collection Services on New Year's Day (January 1), Memorial Day (Fourth Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25), but may choose to provide Collection Services on other Holidays at their sole discretion. Any collection days missed due to holiday observances shall be made up on the following Saturday. Any costs of Holiday observances are included in the Contact Rates.

10.0 HOURS OF OPERATION

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 34.0.

Hours of Operation

Collection Service Type	Approved Operating Hours
Residential Collection Services	7:00AM TO 6:00PM, Monday to Friday Saturday Collection 7:00AM TO 6:00PM permitted as required to provide make-up Collection for observed Holidays only.

11.0 DISPOSAL SERVICES

The Contractor shall deliver all Trash and Yard, Brush, and Bulky Waste collected under this agreement to [Pre-Approved Disposal Site Location] (the Disposal Site) for management in accordance with good environmental practice and compliance with applicable law. The Disposal Site shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Disposal is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity at the Disposal Site(s) to manage all Trash and Bulk Waste collected in the City throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Disposal Site upon request.

12.0 RECYCLABLE MATERIAL PROCESSING SERVICES

12.1 Recyclable Material Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Recyclable Material Facility located [Pre-Approved Disposal Site Location]. The Contractor shall maintain sufficient capacity at the Recyclable Material Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Contractor shall utilize a Recyclable Material Facility in compliance with all applicable laws. The Recyclable Material Facility shall use processing equipment at the Recyclable Material Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Recyclable Material Facility shall use processing equipment capable of processing ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. The City reserves the right to review the Recyclable Material Facility's operating records and/or perform material composition audits to verify compliance with these requirements.

The Recyclable Material Facility shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 34.0. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including the location of such markets and whether markets are domestic or international. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rate.

12.2 Addition and Deletion of Program Recyclable Materials

The City reserves the right to add other Program Recyclable Materials to the program if the processing facility accepts such material from other customers or if the City and Contractor agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

13.0 YARD WASTE PROCESSING SERVICES

[**NOTE:** Yard, Brush, and Bulky Waste information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall deliver all Yard Waste collected under this Agreement to [Pre-Approved Yard Waste Processing Facility Location] (the Yard Waste Processing Facility) for Processing into compost or mulch in accordance with good environmental practice and compliance with applicable law. The Yard Waste Processing Facility shall not be changed without approval from the City, which approval shall not be unreasonably withheld. The cost of Processing is included in the Contract Rates for Collection. The Contractor shall maintain sufficient capacity to manage all Yard Waste collected pursuant to this Agreement throughout the Agreement Term. The City shall have the opportunity to inspect operations at the Yard Waste Processing facility upon request.

14.0 TRANSFER STATION PROCESSING SERVICES

If the Contractor uses a transfer station to transport solid waste materials to an approved Disposal site, the Contractor shall obtain pre-approval from the City, which approval shall not be unreasonably withheld. Transfer Station operations shall be conducted in accordance with good environmental practice and compliance with applicable law. The cost of using any transfer station is included in the Contract Rates. The City shall be allowed to inspect operations at any transfer station used pursuant to this Agreement upon request.

15.0 COMMINGLING OF MATERIALS AND DISPOSAL OF PROGRAM RECYCLABLE MATERIALS AND YARD WASTE PROHIBITED

15.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

15.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

15.3 Disposal of Yard Waste Prohibited

[**NOTE:** Yard, Brush, and Bulky Waste information will be updated in the final Agreement upon award by the City to the successful Proposer]

The Contractor shall not dispose Yard Waste or deliver finished or unfinished products derived from Yard Waste to markets that the Contractor knows or reasonably should have anticipated would dispose of the products derived from Yard Waste except when approved in writing by the City.

16.0 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 37.0.

17.0 COLLECTION VEHICLES

17.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification form the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly.

17.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than four (4) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

The Contractor shall use vehicles to which wrap graphics may be applied and shall apply wrap graphics upon request by the City. Wrap graphics may be for the purpose of City-related education, events, announcements, or other content approved by the City. Application of wrap graphics to collection vehicles shall be performed by the Contractor and production and application shall be City's sole cost.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

17.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

17.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, and other industry standard performance requirements.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

17.5 Collection Vehicle Specifications

The Contractor shall use [COLLECTION VEHICLE TYPE] collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Collection Services and Residential Recycling Services). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of [COLLECTION VEHICLE TYPE] collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than [COLLECTION VEHICLE TYPE].

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental

Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

All collection vehicles shall include both in-cab and exterior cameras that are able to document set outs and provide any service verification needs as determined by the City and the Contractor. Cameras shall be supported by a data management platform that is 5G enabled and compatible with the City's data management system. Additionally, all collection vehicles shall have the capability to have routing and in-field re-routing capabilities and contain an Application Programming Interface (API) that is interoperable with the City's data management system. The City reserves the right to request that the Contractor provide technology improvements from time to time as appropriate to maintain performance. The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates, including the cost of any software licenses required by the City.

The City's technology systems and the Contractor's onboard technology systems shall be able to communicate in real time to allow the following transactions to occur:

(i) Transmission of open work orders to Collection Vehicles for completion,

(ii) Transmission of completed work orders from Collection Vehicles to the City,

(iii) Transmission of current location, route completed and route remaining from Collection Vehicles to the City, including a graphical route map clearly identifying the route and providing colored lines indicating if the vehicle has travelled the street in one or both directions,

(iv) Generation and transmission of automated reports identifying any sections of any routes where a Collection Vehicle did not pass,

(v) Generation and transmission of automated reports identifying the address of any Unaccepted Set-outs with a photograph of the Unaccepted Set-Out,

(vi) Review of camera data for service verification,

(vii) Access to stored geolocation data.

18.0 CARTS

18.1 Cart Operations

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City.

The Contractor shall be required to provide Trash Services and Recycling Services utilizing Carts for all Residential Service Units and any other Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential Customers. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

18.2 Cart Inventory Data

18.2.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which shall be used to track all Cart information as required under the Agreement, including:

(i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;

(ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and

(iii) Number and type of Carts at each Residential Service Unit.

18.2.2 Requirements for Cart Inventory Report and Collection of Excess Carts

Upon commencement of the Agreement, and once every three (3) years thereafter for the duration of the Initial Term and any Optional Renewal Term, the Contractor shall be required to provide the City with a comprehensive report summarizing current Cart inventory information from the database in accordance with Section 18.2. The initial report shall be submitted to the City within three (3) months of the Service Commencement Date and shall be based upon information gathered during initial Cart distribution. Subsequent Cart inventory reports shall be submitted once every three (3) years thereafter, on the same month in which the Agreement commenced. Subsequent Cart inventory reports shall be based on in-field Cart data collection activities by the Contractor to verify the number of Trash and Recycling Carts being serviced at each Residential Service Unit and update the database if required.

The City shall use the comprehensive report to identify the number of Trash Service Carts and Recycling Service Carts that are collected at each Residential Service Unit, to determine the cost of Additional Carts to be paid to the Contractor by the City, in accordance with the rates established in the Agreement.

Upon notification and request by the City, the Contractor shall be required to collect from Residential Service Units any unwanted excess Carts. The Contractor will be responsible for storing these Carts until they can be used.

18.3 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to Residential Customers at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or replacement due to normal wear and tear or damage due to Contractor fault. If a

replacement is required due to loss or damage of a Cart by the Customer, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart.

18.4 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used in provision of Services under this Agreement.

18.5 Cart Purchase

The Contractor shall be responsible for sourcing and purchasing Carts meeting the specifications in Section 18.7 and delivering them to the Contractor's designated maintenance and storage facility to be managed by the Contractor in accordance with Section 18.0. The Contractor and City shall work cooperatively to maintain inventories of Carts at appropriate levels. The Carts shall be owned by the Contractor and retained by the Contractor at the end of the Agreement Term.

18.6 Cart Maintenance, Repair, and Replacement

(i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials, in accordance with the Agreement

(ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. Contractor responsibilities shall include picking up damaged Carts, processing warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units.

(iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.

(iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.

(v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.

(vi) Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

18.7 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall have a minimum 10-year warranty in accordance with Section 18.9.

(ii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.

(iii) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition "A" for rotational Carts or Condition "B" for injection molded Carts.

(iv) The capacity of Carts shall be approximately 96 U.S. gallons.

(v) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8') diameter solid axle) and handles so that it can be pushed or pulled with little effort.

(vi) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 18.6 of the Agreement. The following are considered replacement parts:

a. Wheels and assemblies;

b. Lids and assemblies;

c. All associated fasteners and brackets.

(vii) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150) degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a Vehicle without permanent damage, deformation or structural failure.

(viii) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

(ix) Cart lids shall have the following specifications:

a. Shall be designed to facilitate water run-off.

b. Design prevents the lid from being flung open by the wind.

c. Shall be closed by the weight of the lid only. No latches are used or required.

d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.

(x) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.

(xi) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.

(xii) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

18.8 Cart Appearance

(i) Carts shall have an appearance as approved by the City, including, but not limited to:

a. Color.

b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.

c. Serial numbers or other numbering system of City's choosing.

d. Size and color of the Carts are as approved by the City.

e. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.

f. Non-Residential Carts shall have a different lid color from Residential Carts to distinguish Service Unit type.

18.9 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

(i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.

(ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.

(iii) Does not continuously perform in the intended manner as set forth in Section 18.7 (including smooth maneuverability).

(iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.

(v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.

(vi) Failure of any plastic component resulting from rodents or other wildlife damage.

(vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

19.0 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement.

19.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

19.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City.

19.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

19.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which are not operating properly or do not comply with Applicable Law

shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

19.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

20.0 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

(i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials

(ii) A set-out exceeds quantity limits as established in this Agreement

(iii) A set-out is not placed at the Curbside or is inaccessible due to barriers

(iv) A set out is placed in bags or other non-standard containers

(v) Waste materials are placed on top of a Cart or a Cart cannot be closed

(vi) A set-out presents a substantial danger to the Contractor's employees or the public

(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

(i) Take a photograph of the entire set-out

(ii) Collect any portion that is properly set-out and can be easily separated

(iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out

(iv) Record the location address

For Yard, Brush, and Bulky Waste set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City by 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 34.0.

21.0 MISSED COLLECTION

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 34.0. If the Contractor is notified of a confirmed missed collection prior to 1:00 PM

then the Contractor shall return to the property to pick-up the missed collection on the same day that notice is received. If the Contractor is notified of a missed collection after 1:00 PM then the Contractor shall return to the property pick up the missed collection no later than 9:00 AM on the day after the complaint is received.

22.0 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices within the City without written approval from the City.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be delivered to Customers by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City and shall include one (1) original with two (2) copies. The Unaccepted Set-out shall include the date, reason for non-collection, Contractor's customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as set forth in this Agreement.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers, informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

23.0 COST ADJUSTMENT

23.1 Annual Cost Adjustment Process

The Contract Rates shall remain effective from the execution of this Agreement through [DATE]. Thereafter, cost adjustments may be requested by the Contractor(s) each new year and are subject to approval by the City. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

(i) Cost adjustments will be based on annual changes to indices agreed to by the City and the Contractor.

(ii) Cost adjustment requests must be received by June 1st of each year (taking effect the following October 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

(iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by June 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (15%) over a four-year period.

23.2 Annual Cost Adjustment Index

Subject to City approval, the Contract Rates shall be adjusted on April 1, 2028 and every April 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended September.

24.0 SPILLAGE, LEAKAGE AND LITTER

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to

adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 34.0.

25.0 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for Residential Collection Services. The Contractor will report in writing to the City any Residential set-outs or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the Residential customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

26.0 PERSONNEL

26.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

26.2 Personnel Standards

(i) The Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

(ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.

(iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.

(iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once

per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.

(v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor

(vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

(vii) In performance of all Services, the Contractor's employees shall adhere to municipal, City, State and federal laws.

The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

27.0 CUSTOMER SERVICE

27.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning. The Contract shall provide local customer service representation and a 1-800 number that will refer residents to the local customer service office.

The Contractor shall at all times supply labor, information, and resources as reasonably required to assist the City with responding to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The City will log any service requests, complaints or inquiries that it receives before forwarding them to the Contractor for appropriate action.

The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

(i) Customer name, address, and phone number;

(ii) Description of request, complaint, or inquiry;

(iii) Date and time the request, complaint, or inquiry was received;

(iv) Summary of any investigations or actions taken to address the issue; and

(v) Name of Contractor employee responsible for follow-up.

28.0 PLANNING DOCUMENTS

28.1 Contingency Plan

No later than 90 days after the Effective Date, the Contractor shall submit a final Contingency Plan to the City for approval describing their response to unplanned events that can disrupt service and/or pose a risk to human health and safety which shall be consistent with the draft Contingency Plan submitted with the Proposal. Upon approval by the City, the Contingency Plan shall be incorporated into the Agreement by reference as Attachment 1.

At minimum, the Contingency Plan will address the following topics.

(i) Notification procedures

(ii) Alternate facilities or equipment that can be used during unplanned downtime

(iii) Fire prevention and response

(iv) Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up spills on public roadways

(v) Hazardous waste response

(vi) Collection vehicle collision response

The Contractor shall be prepared to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan. The Contingency Plan shall also describe the actions that will be taken by the Contractor upon any discovery of Hazardous Waste and/or Special Waste in a vehicle or facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

28.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Attachment 2.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 28.0 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 38.0.

29.0 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

30.0 NUISANCE CONTROL

For all Services the Contractor(s) shall be conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

31.0 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

32.0 OWNERSHIP AND RISK OF LOSS FOR TRASH,YARD WASTE, BRUSH WASTE, BULKY WASTE, AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Yard Waste, Brush Waste, Bulky Waste, and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

33.0 INSURANCE REQUIREMENTS

Before commencing performance of Services pursuant to this Agreement, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State and acceptable to the City. The Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required

provisions. Certificates shall reference the project/contract number and provide proof of coverage in the following amounts.

(i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $5,000,000 general aggregate. Coverage shall be written on an occurrence form. The General Aggregate shall apply on a per project basis.

(ii) Workers' Compensation insurance with Missouri statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.

(iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $3,000,000.

With reference to the foregoing required insurance, the Contractor agrees to the following:

(i) A waiver of subrogation in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

(ii) The City, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.

(iii) Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City.

Insurance limits can be met with a combination of primary and excess/umbrella coverage. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent. The Contractor shall require any contractors, sub-contractors, and other persons doing business with or for the Contractor related to the work to maintain at least the insurance as required, or their liability shall be covered by the Contractor.

34.0 LIQUIDATED DAMAGES

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collection will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

34.1 Liquidated Damages - General

(i) Violation of any local, State, or Federal regulations
$500 each incident

(ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (2) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier
$250 each incident

(i) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances
$100 each incident

(ii) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement
$250 each incident

(iii) Failure to provide a timely or complete monthly or annual report
$250 each incident

34.2 Liquidated Damages -Collection Services

(i) Missed Collection
$50 for each missed collection above two (2) misses per Collection Day, to be assessed at the end of each collection month. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(iv) Missed Block Collection
$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a Non-Set-out or Unaccepted Set-out

(v) Failure to Provide Collection Services within specified Hours of Operation
$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

$500 for each for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

$500 each incident

(vi) Failure to perform proper billing procedures and/or failure to obtain customer approval before performing and billing for Additional Brush and Bulky Waste Services
$250 each incident

(vii) Failure to Complete a Majority (50%) of the collection on a given day
$2,500 each incident

(viii) Failure or to collect materials from a Missed Collection location within the amount of time specified in the Agreement
$250 each incident

(ix) Failure to maintain Carts or Containers in proper working order ten (10) calendar days after notice has been provided by the City
$100 each incident

(x) Failure to return Cart or Container to approximately original location
$50 each incident

(xi) Placing Recyclable Material in Solid Waste containers or vehicles
$1,000 each incident

(xii) Failure to provide updated route maps to City after change in routing
$50 per day each day beyond thirty (30) calendar days after change in routing

(xiii) Failure to leave an education tag when material that is inappropriately prepared is not collected
$100 each incident

(xiv) Distributing Carts or other Containers that do not meet specifications in this Agreement
$100 each incident

(xv) Failure to respond to any customer complaint received by the close of the following business day
$100 per business day thereafter per incident

(xvi) Failure to provide the City with the required resolved customer complaint documentation
$50 per business day after the close of the business day following the date of the incident

(xvii) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date
$3,000 each day

(xviii) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units
$50,000 as a one-time cost and $15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

34.3 Liquidated Damages -Processing and Disposal Services

(i) Failure to accept materials during hours of operation
   i. $250 per hour, up to $2,500 per day

(ii) Failure to market Recovered Materials

i. $2,500 per occurrence

(iii) Failure to market mulch or compost from Yard Waste Processing
a. $2,500 per occurrence.

[**NOTE:** Yard Waste information will be updated in the final Agreement upon award by the City to the successful Proposer]

(iv) Disposal of Program Recyclable Material or Yard Waste
i. $2,500 per occurrence.

[**NOTE:** Yard Waste information will be updated in the final Agreement upon award by the City to the successful Proposer]

35.0 PAYMENT WITHHELD

In addition to express provisions contained elsewhere in this Agreement, City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

(i) Unsatisfactory progress of the work not caused by condition Beyond Contractor's Control

(ii) Defective work not corrected

(iii) Contractor's failure to carry out instructions or orders of the City or its representative

(iii) A reasonable doubt that the Agreement can be completed for the balance then unpaid

(iv) Execution of work not in accordance with the Agreement

(v) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims

(vi) Failure of Contractor to make payments to any subcontractor for material or labor

(vii) Damage to another contractor

(viii) Unsafe working conditions allowed to persist by Contractor

(ix) Failure of Contractor to provide required reports and other reports as required by City

(x) Use of any subcontractors without the City's prior written approval

(xi) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this Section will be reasonable considering the nature of the claim and the amount of available performance bond pursuant to this Agreement.

36.0 LETTER OF CREDIT OR PERFORMANCE BOND

At least one (1) month prior to the Service Commencement Date, the Contractor(s) responsible for performing Collection Services shall each (1) make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter or credit or performance bond shall be in an amount based on six (6) months projected fees and shall be renewed each year thereafter throughout the Agreement Term.

37.0 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or

(iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

38.0 TERMINATION

38.1 Termination for Cause

City may terminate this Agreement without liability to Contractor and pursue all of its legal and equitable remedies for default upon any of the following events or actions of the Contractor.

(i) Suffering an Event of Bankruptcy or Insolvency;

(ii) Suffering the appointment of receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) thereafter;

(iii) Being adjudicated as a bankrupt;

(iv) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;

(v) Committing an act of default; or

(vi) Failing to timely and fully pay any or all impositions.

If the City elects to terminate this Agreement prior to expiration for any of the reasons listed above, the City shall provide written notice to the Contractor and specify at its sole discretion the revised date when the Agreement will end. The Contractor shall continue to be obligated to diligently perform Services until the Agreement end date specified by the City, and provide information and assistance as reasonably required to ensure a smooth transition to a successor service provider in accordance with Section 28.2 and the Transition Plan.

If the Contractor refuses or is unable to continue providing Services, the City shall have the right, at its sole option and in addition to its rights under the Performance Bond, to immediate possession of all vehicles, equipment, containers, facilities, or other instrumentalities in possession of the Contractor as may be necessary to permit the City to provide and perform uninterrupted service until such a time as a satisfactory substitute contractor may be put into place or the parties hereto otherwise agree, in which event the City shall fairly compensate the Contractor for the fair market rental value of such vehicles, equipment, containers, facilities or other instrumentalities, subject to any offsets or claims by the City against the Contractor. Contractor shall obtain any necessary agreements from lien holders to insure City of its rights hereunder.

39.0 ACTS OF DEFAULT OR DEFAULT

Failure of the Contractor to comply with each material obligation pursuant to this Agreement in a full, complete, and timely manner shall be an act of default. Substantial compliance short of full compliance shall be an act of default unless waived in writing by City. The Contractor specifically understands, acknowledges, and agrees that non-material breach(s) of this Agreement shall constitute a material default when the breaches, even if different breaches, are frequent or regular or repetitive. Contractor specifically understands, acknowledges, and agrees that non-material breaches shall include, but not be limited to, the acts and omissions subject to administrative charges in accordance with this Agreement. City may terminate this Agreement and pursue all legal and equitable remedies upon a material default of this Agreement.

40.0 DISPUTE RESOLUTION

40.1 Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder.

40.2 Definition of Claim

As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in

dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may become a claim for the purpose of this clause. A claim by the Contractor or the City shall be submitted in writing to the other party.

When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the City. The written request shall set forth all the facts surrounding the controversy.

40.3 Process for Dispute Resolution

In connection with any claim under this Agreement, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claim to the City. The City shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written claim, unless the City determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to the City Council. The City Council shall render a written decision on all claims within thirty (30) business days of receipt of the Contractor's written appeal, unless the City Council determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within thirty (30) calendar days, the City Council shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

Upon the written decision of the City Council, the Contractor and the City agree that the Contractor and the City shall, as a condition precedent to the institution of any action regarding claims arising under this Agreement, first submit any claims to mediation before a professional mediator selected by the Contractor and the City, at a mutually agreed time and place, and with the mediator's fees split equally between the Contractor and the City. If mediation is unsuccessful within forty-five (45) calendar days of the date of the initial mediation, the Contractor and the City agree that if the Contractor and/or the City elect to institute any action regarding claims arising under this Agreement such claims shall be submitted to the exclusive jurisdiction of the courts in Jasper County, Missouri.

40.4 Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of City to provide adequate services to its residents and further agrees that in the event of a dispute, it will not seek injunctive relief in any court without first negotiating with City in good faith in accordance with the dispute resolution process described in Section 40.3.

Notwithstanding the other provisions in this Section, the City reserves the right to terminate this Agreement if the service provided by Contractor fails to meet reasonable standards of the trade, after the City provides written notice to Contractor pursuant to Section 38.0 of this Agreement. Upon termination, City may call the performance bond (Section 36.0) to cover excess costs of engaging a firm to provide services for the balance of the Agreement period.

41.0 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

(i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

(ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City

(iii) Document missed collection and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection

(iv) Document damaged Carts by address, description of damage, and other information as requested by the City

(v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City

(vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City

(vii) Document inactive accounts by address and other information as requested by the City

(viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

(ix) Document monthly tonnage collected by material type as part of Residential Services

(x) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City

(xi) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, Unaccepted Loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to City

(xii) Provide written notice and photographs for any load designated as an Unaccepted Load prior to the collection vehicle departing the Delivery Facility and/or Material Recovery Facility to the driver and the City

(xiii) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

42.0 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.

(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City.

(iii) Missed collection and Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

43.0 CUSTOMER BILLING

The City shall be responsible for all billing of Residential Service Units under the Agreement. The Contractor shall not invoice Residential Service Units directly.

The Contractor shall invoice the City for Residential Services on a monthly basis. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. Within thirty (30) calendar days of receiving the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld.

The Contractor shall also invoice Residents for any Additional Yard, Brush, and Bulky Waste Collection Services that are requested in in accordance with Section 8.1.5.

44.0 MISCELLANEOUS

44.1 Indemnification

The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance of Services pursuant to the Agreement. The Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

44.2 Assignment and/or Subcontracting

This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the written permission of the City, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full, complete satisfactory and acceptable performance. However, the Agreement may be assigned for the purpose of financing after notification and approval of the terms of such assignment by the City's Representative.

44.3 Taxes

Contractor shall be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item and services performed as part of this Agreement, Contractor shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

44.4 Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

44.5 Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

44.6 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

44.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event the Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire certainty with regard to such matters.

44.8 Relationship

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Contractor and the City.

44.9 Further Assurance

The Contractor and the City agree to execute, acknowledge and deliver all such further documents and perform such actions as may reasonably be requested to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

44.10 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made herein are all material and of the essence.

44.11 Captions and Section Headings

Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

44.12 No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

44.13 Entire Agreement and Modification

This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

44.14 Severability

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

44.15 Knowledge

The Contractor agrees that it has investigated and examined all streets, alleys, overhead trees, wires and such other conditions and requirements of the City that may affect its full and complete performance of Services under this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

44.16 Governing Law

This Agreement shall be construed and interpreted according to the laws of the State of Missouri and venue with respect to any litigation shall be Jasper, Missouri.

44.17 Attorney Fees

In the event of litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

44.18 Anti-Boycott

Pursuant to Section 34.600, Revised Statutes of Missouri (RSMo), a Missouri public entity shall not enter into a contract with a company for the provision of goods or services unless the contract includes a written certification from the company that it:

(i) Is not currently engaged in a boycott of Israel; and
(ii) Agrees not to engage in a boycott of Israel for the duration of the contract.

For purposes of Section 34.600, RSMo, a “boycott of Israel” means refusing to deal with, terminating business activities with, or otherwise taking actions intended to penalize, inflict economic harm on, or limit commercial relations with Israel or with companies doing business in Israel.

Section 34.600, RSMo, does **not** apply to:

(1) A company that is a sole proprietorship;
(2) A company that employs fewer than ten (10) full-time employees; or
(3) A contract with a value of less than One Hundred Thousand Dollars ($100,000).

Unless the Contractor is exempt under one of the foregoing provisions, the individual executing this Agreement on behalf of the Contractor certifies, by such execution, that the Contractor is not engaged in a boycott of Israel and agrees that it will not engage in a boycott of Israel during the term of this Agreement.

44.19 Relationship of Parties

Contractor shall operate hereunder as an independent contractor and shall be solely responsible for the acts and omissions of its officers, agents, and employees. The doctrine of respondeat superior shall not apply as between the City and the Contractor. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its officers, agents, and employees.

44.20 Entirety of Agreement

This Agreement and all attachments incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof, and any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void.

44.21 Amendment of Agreement

This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by both parties.

44.22 Compliance with Applicable Laws

The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

44.23 Interpretation of Contract and Assignments

The Contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

44.24 No Surrender of Governmental Power

Nothing in this Agreement shall be construed to surrender any of the government powers of the City of Joplin.

44.25 No Waiver of Governmental Power

Notwithstanding anything in this Agreement or any exhibit to the contrary, nothing contained in this Agreement shall be construed as a waiver of City’s governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

44.26 Termination Due to Lack of Appropriations

Notwithstanding anything in this Agreement or any exhibit to the contrary, if City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City shall not activate this clause for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. City will make every effort to give Contractor as much prior notice, but in any event at least sixty (60) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Contractor all fees and expenses related to the services City has received, or Contractor has incurred or delivered, prior to the effective date of termination. Without limiting the foregoing, City shall not terminate this Agreement pursuant to this provision and seek bids or proposals for, negotiate, or enter into any agreement, understanding or arrangement for the provision of any of the Services to the City after the termination of this Agreement, with any other person or entity. In

the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

44.27 Attachments

All Attachments to this Agreement contain additional terms and are incorporated by reference. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[NOTE: Attachments will be included as a component of the final awarded Agreement.]

44.28 Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

45.0 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

CITY OF Joplin _____ Approved in Form and Content

By:_____ By:_____

Printed Name:_____ Printed Name:_____

City Name: _____ City Name: _____

Attest: _____

CONTRACTOR

By: _____

Printed Name: _____

Company Name: _____

Attest: _____

Attachment 1
Contingency Plan

[NOTE: The successful Proposer's Contingency Plan (Draft Agreement, Section 28.1), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

Attachment 2
Transition Plan

[NOTE: The successful Proposer's Transition Plan (Draft Agreement, Section 28.2), upon approval by the City, shall be included as an attachment to the final awarded Agreement.]

Attachment 3
Residential Collection Services Unit Prices

[NOTE: This attachment will be updated and included in the final awarded Agreement, based on final financial terms negotiated between the City and the successful Proposer at the conclusion of the RFP.]