



City of Sedona

REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
1:30 p.m., PST on Wednesday, August 10, 2016

PROPOSAL SUBMISSION DEADLINE:
4:00 p.m., PST on Monday, September 26, 2016

**CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES**

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SECTION 1: INSTRUCTIONS TO PROPOSERS

1.01 SUBMISSION OF PROPOSALS

- A. Proposal documents may be downloaded from www.sedonaaz.gov/business/doing-business/bids-rfp-s or by emailing kosburn@sedonaaz.gov.
- B. **A NON-MANDATORY Pre-Proposal Conference will occur at 1:30 p.m., PST on Wednesday, August 10, 2016 in the Vultee Conference Room at City Hall 102 Roadrunner Drive, Sedona, Arizona 86336.**
- C. **Sealed proposals, one (1) original, twelve (12) copies, and one (1) electronic copy in PDF format on a compact disc (CD) or flash drive, will be received by the City until 4:00 p.m., PST on Monday, September 26, 2016 at the City Manager's Office, Attn: Karen Osburn, City of Sedona, 102 Roadrunner Drive, Sedona, Arizona 86336. The outside of the envelope must bear the notation:**

SOLID WASTE AND RECYCLING SERVICES
September 26, 2016, 4:00 P.M.

- D. Proposer may withdraw his Proposal at any time prior to the last date and time specified for the Proposal submission deadline. A Proposer may resubmit his Proposal at any time prior to the deadline for the submission of Proposals, pursuant to the Proposal procedures requirements stated herein. Once Proposals are opened, no Proposer may modify or withdraw his Proposal within one hundred eighty (180) days after the Proposal submission deadline.
- E. Proposal is invalid if it has not been received by City by the last time and date for Proposal submission deadline indicated herein, or prior to any written extension thereof issued to the Proposer. Proposals received after the deadline will be returned unopened.
- F. The City of Sedona assumes no liability for any costs incurred by Proposers in responding to this RFP, including, but not limited to, costs associated with proposal, interviews, or requests for additional information.
- G. Responses to this RFP become the exclusive property of Sedona. All responses become a matter of public record and shall be regarded as such with the exemption of those elements clearly defined by vendors as business or trade secrets.

1.02 EXPLANATIONS, CLARIFICATIONS, AND INTERPRETATIONS AND ISSUANCE OF ADDENDA

- A. Any and all explanation, clarification, or interpretation desired by a respondent regarding the meaning or interpretation of this Request for Proposals or any part thereof must be requested in writing and directed to kosburn@sedonaaz.gov, before 4:00 PM,

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PST on Wednesday, August 24, 2016. No further inquiries will be accepted after 4:00 PM, PST on Wednesday, August 24, 2016.

- B. If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such explanations, clarifications, or interpretations. Oral explanations, clarifications, or interpretations given before the award of the Contract are not binding.
- C. Only written explanations, clarifications, or interpretations by addendum shall be binding. No Proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.
- D. It is the obligation of each Proposer to make sure that it has received any and all addenda prior to submitting its Proposal.

1.03 UNAUTHORIZED COMMUNICATIONS

From the release of this RFP through the City Council award of a Contract, Proposers' 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 Department, or as otherwise herein provided is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants (Burns & McDonnell) regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

1.04 CITY'S EXCLUSIVE RIGHTS

- A. The Proposer acknowledges the right of the City to reject any and all proposals and cancel the project at any time.
- B. The Proposer acknowledges the right of the City to waive and/or request clarification of any informality or irregularity in any Proposal received.
- C. In addition, the Proposer recognizes the right of the City to reject a Proposal if the Proposer failed to submit the data required by the RFP, or if the Proposal is in any way incomplete or irregular.

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- D. The City may reject a Proposal due to any irregularity, informality or non-responsiveness, including, but not limited to, any of the following:
1. Proposals which are not timely submitted;
 2. Proposals which are not signed;
 3. Proposals containing omissions, alteration of form, additions, qualifications, or conditions not called for by the City, or incomplete Proposals may be considered in non-compliance and may be rejected. In any case of ambiguity or lack of clarity in the Proposal, City reserves the right to determine the most advantageous Proposal or to reject the Proposal; or
 4. Any other cause requiring or permitting rejection under applicable law.
- E. City shall have all other rights with regard to the Proposal provided by law.

1.05 PROPOSAL EVALUATION PROCESS AND CRITERIA

- A. Following receipt of Proposals, each Proposal will be evaluated according to the following criteria. City will select the Proposer that demonstrates the best value for the City based on the following criteria:
- Financial proposal
 - Proposed approach
 - Environmental impact of operations
 - Efficacy of recycling
 - Transition plan
 - Experience and references
 - Local presence and community involvement
 - Financial history
- The City has not assigned any preference to the above evaluation criteria. The evaluation process is designed to allow discretion to City Council to select the most responsive proposer that in the opinion of City Council is the most economically advantageous for the City.
- B. Award of Contract, if any, will be made by formal action of the City Council. If City Council awards a Contract, City Council will award one Contract. City Council reserves the right to not award a Contract. City reserves the right to maintain status quo in regards to the services requested herein.
- C. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from those that submitted proposals. In addition, the City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

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SECTION 2: BACKGROUND AND SCOPE OF SERVICES

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 Contract and execution of the Contract 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, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of Proposal Forms.

Any terms defined in the Contract located in Appendix B will have the same meaning in this RFP.

2.01 BACKGROUND

City of Sedona is home to approximately 5,000 residential customers. Currently, City residents receive services through contracts between the individual residential customer or their Homeowner’s Associations and private haulers. Based on a 2015 residential survey, the City estimates that 3,935 residential customers (78.7%) contract directly with private haulers for solid waste and recycling services. Approximately 775 residential customers (15.5%) contract via their Homeowner’s Association and 290 residential customers (5.8%) do not contract for solid waste and recycling services. Based on discussions with haulers serving the Sedona market and some homeowner’s associations, the City generally expects that existing contracts with homeowner’s associations will expire in the next 1 - 3 years. Table 1 provides a summary of residential customers and the current contracting mechanism for solid waste and recycling services.

Table 1: Summary of Residential Customers by Solid Waste and Recycling Contract Mechanism

Contracting Mechanism	Percent of Total	Estimated Residential Customer Count
Individual contract	78.8%	3,935
Homeowner’s Association contract	15.5%	775
Does not contract for services	5.8%	290
	100.0%	5,000

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Residential customers who contract for services receive once per week collection of solid waste via carts. As for recycling services, City residents receive varying levels of recycling services ranging from no collection up to once per week collection of recyclable materials. Recycling services include curb sort, single-stream, and mixed waste collection. The costs for solid waste and recycling services for City residential customers vary from neighbor to neighbor.

The City conducted a Residential Solid Waste and Recycling Services Planning Study to evaluate transitioning from the current residential solid waste and recycling program to a City-wide residential solid waste and recycling program. As part of the study, the City solicited input from residential customers via a telephone survey, focus groups, and public meetings. In addition, the City considered economic benefits (e.g. lower service rates and reduced road wear) as well as environmental benefits (e.g. increased recycling rates and decreased fuel consumption and emissions) to the community. Appendix A includes the Residential Solid Waste and Recycling Services Planning Study City Council presentation and study’s customer input results. On March 23, 2015, City Council, considering the City’s evaluation, including the findings of the study, requested staff issue this RFP for solid waste and recycling services.

2.02 SCOPE OF SERVICES

To provide the best value for the City, the City encourages vendors to team together to provide the scope of services requested by the RFP. The purpose of this section is to familiarize the Proposers with key components of the requested scope of services to be included in the Contract.

The successful Proposer will be the exclusive provider of solid waste services and recycling services to residential customers within the City. In addition to residential solid waste services and residential recycling services, **the City is evaluating the option for the successful Proposer to provide residential bulky waste services, City facilities services, and/or special events services.**

If the City awards a Contract, the scope of services shall include solid waste services and recycling services to residential customers within the City. The City is aware of the complexity of the services to be provided and the fact that there is more than one approach to provide the scope of services. The City has identified minimum requirements and service options for residential services. The successful Proposer must meet all minimum requirements. The successful Proposer may select amongst the service options identified by the City to develop a proposal that in its opinion provides the best value to the City. The City will select amongst the service options based on the proposals prior to award of the Contract. Table 2 provides an overview of the residential services being considered by the City. Table 2: Summary of Residential Services Minimum Requirements and Service Options

Residential Services	Minimum Requirements	Service Options
Solid Waste Services	<ul style="list-style-type: none"> • Collection Frequency. Once per week. • Cart Sizes. 95 gallon and 65 	<ul style="list-style-type: none"> • Additional Cart Size. 35 gallon.

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	gallon. <ul style="list-style-type: none"> • Type of Collection Program. Universal collection program. • Collection Location. Curbside and side door. 	
Recycling Services	<ul style="list-style-type: none"> • Collection Location. Same location as solid waste services. 	<ul style="list-style-type: none"> • Collection Frequency. Once per week or every other week. • Cart/Bin Sizes. Proposer to specify. • Type of Collection Program. Universal or subscription collection program. • Collection Method. Single-stream, dual stream, or curb sort collection.¹

1. For single-stream and curb sort recycling programs, residential customers may set-out program recyclable materials commingled and the successful Proposer will be solely responsible for sorting the recyclable materials. For dual stream recycling program, residential customers will be responsible for sorting materials into two material groups (e.g. paper and other recyclable materials) and the successful Proposer will be solely responsible for all other sorting of recyclable materials. Mixed waste collection (e.g. collection of recyclable materials commingled with solid waste) may be proposed in addition, but not as a substitute, to single-stream, dual stream, or curb sort.

For residential solid waste services, the successful Proposer must provide once per week collection of solid waste via 95 gallon and 65 gallon carts to all residential customers in the City except as explicitly excluded in the Contract (e.g. universal). The successful Proposer shall offer solid waste services curbside and side door. For residential customers who generate less solid waste, Proposers may propose to provide once per week collection via 35 gallon carts in addition to the required 95 gallon and 65 gallon carts.

For residential recycling services, the successful Proposer must provide collection of program recyclable materials. Residential solid waste services will be provided at the same location which the residential customer receives solid waste services. The City is considering whether recycling services will be provided (i) weekly or every other week; (ii) to all residential customers except as explicitly excluded in the Contract (e.g. universal) or to only residential customers who subscribe for the recycling services (e.g. subscription program); and (iii) single-stream, dual stream, or curb sort.

In addition to residential solid waste services and residential recycling services, the City is evaluating the option for the successful Proposer to provide residential bulky waste services, City facilities services, and/or special events services. Proposers may propose to not offer bulky waste services, City facilities services, and/or special events services. **If Proposers offer bulky waste services,** Proposer can propose to provide the services on a semi-annual and/or on-call bulky waste services. **If Proposers offer City facility and special event services,** Proposers may propose to

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provide the services via carts and/or dumpsters and from once per week up to seven times per week.

The City will select amongst the residential solid waste service and recycling service options as well as whether to include or exclude residential bulky waste services, City facilities services, and/or special events services based on the proposals prior to award of the Contract.

Services performed will be in accordance with the Contract included as Appendix B. Proposers must carefully review the Contract in Appendix B. The following is an overview of the scope of services.

- A. **Contract Term.** The Contract awarded in response to this RFP will commence on the date agreed upon by the City and the successful Proposer but no later than 180 calendar days from award of the Contract. The initial term of Contract will be five (5) years. After the initial term, the City may renew the Contract for two (2) additional renewal terms of three (3) years each.

- B. **Exclusive Services Provider.** The successful Proposer will be granted the exclusive right to provide residential services within the City. The successful Proposer shall not have the exclusive right to provide services that are not explicitly included in the Contract. For example, the successful Proposer and other vendors may provide solid waste and recycling services to multi-family and commercial customers within the City.

- C. **Residential Solid Waste and Recycling Services.**
 - a. **Base Residential Solid Waste and Recycling Services.** The successful Proposer will provide once per week solid waste services to each residential customer. In addition, the successful Proposer will provide recycling services. Prior to awarding the Contract, the City will decide whether recycling services will be weekly or every other week; universal or subscription; and single-stream, dual stream, or curb sort.
 - b. **Residential Customers Excluded from Residential Solid Waste and Recycling Services due to Homeowner's Association.** Homeowner's associations may continue to receive services under an existing contract until expiration of the then current contract term. No extensions will be allowed for the existing homeowner's association contracts. Upon expiration of the homeowner's associations then current contract term, the residential customers within the homeowner's association will transition to the City Contract.
 - c. **Residential Customers Excluded from Residential Solid Waste and Recycling Services due to Other Reasons.** As part of the Residential Solid Waste and Recycling Services Planning Study, residential customers expressed a need to opt out or stop service for various reasons such as the resident resides in the City on a seasonal basis or the resident generates minimal waste and shares service with a neighbor. Therefore, the Contract grants residential

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customers the right to stop residential service for any reason for one or more calendar months upon written notification. If a residential customer wants to receive residential solid waste and/or recycling services, the residential customer must receive residential solid waste and recycling services from the successful Proposer and may not receive the services from another person/vendor.

- D. Residential Bulky Waste Services.** Prior to awarding the Contract, the City will decide whether the successful Proposer will provide bulky waste services to residential customers as part of the Contract scope of services. If the City includes bulky waste services in the Contract, the City is considering the following service options.
- a. **Semi-annual Bulky Waste Services.** The successful Proposer would collect up to 6 cubic yards of bulky waste from each residential customer twice per year on a scheduled mutually agreed upon between the City and the successful Proposer. The fee for semi-annual bulky waste services would be a monthly fee.
 - b. **On-call Bulky Waste Services.** Residential customers may request bulky waste services as needed. The fee for on-call bulky waste services would be based on a rate sheet.
- E. City Facilities Services and Special Event Services.** Prior to awarding the Contract, the City will decide whether the successful Proposer will provide solid waste services and recycling services to City facilities and/or special events. Services shall be at a frequency and types of equipment shall be reasonably determined by the City.
- F. Program Recyclable Materials.** The successful Proposer will collect and process all program recyclable materials collected. Program recyclable materials must, at a minimum, include the following materials currently accepted:
- a. **Paper:** newspaper, magazines, catalogs, office paper, junk mail, phone books, corrugated cardboard, paperboard, paper bags/Kraft, Chip board (food boxes), carrier stock (beverage cases), manila envelopes, shredded paper (bagged), and other uncontaminated paper products.
 - b. **Plastics:** #1 - #7 plastic bottles, tubs, buckets, containers, and lids (excludes plastic bags, Styrofoam or PVC pipe).
 - c. **Metal:** Food, beverage and soft drink cans made of tin, steel aluminum or bi-metal; empty aerosol cans; empty paint cans, and small empty propane canisters (excludes scrap metal and five-gallon propane tanks).
 - d. **Glass:** All colors of glass bottles, jars and containers.
- The City requests Proposers to identify other materials that City may include as program recyclable materials. If glass cannot be collected curbside, Proposers must provide other means for collection (i.e. drop-off center).
- G. Collection Location.** The successful Proposer will offer solid waste and recycling services to residential customers curbside as well as side door. Side door collection will be provided at the same fee as curbside collection for residential customers where all adult occupants residing therein are handicapped, or due to age or verified physical

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limitations, cannot safely move containers, and if a request for side door collection has been made to, and approved by the City, in the manner required by the City. Other residential customers may request side door collection and pay the side door collection fee.

- H. **Scheduled Collection Days.** Residential services are to be provided from Monday through Thursday. The successful Proposers must collect all solid waste from a residential customer on a scheduled collection day. Likewise, the successful Proposer must collect all program recyclable materials from a residential customer on a scheduled collection day. The City prefers each residential customer receive solid waste services and recycling services on the same scheduled collection day. To provide the best value to the City, Proposers may propose to provide services on various days.
- I. **Holidays.** If a holiday occurs on a scheduled collection day for a residential customer, the successful Proposer will provide the collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.
- J. **Carts/Bins.** The City is considering whether the City or the successful Proposer will be responsible for the purchase of the carts/bins. If the Proposer purchases the carts/bins, Proposers may propose to utilize existing carts/bins in good working condition or all new carts/bins. Carts/bins must meet the requirements set forth in the Contract. If Proposer proposes recycling carts, City has a preference that recycling carts have a full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches. Regardless of whom purchases the carts/bins, the successful Proposer will be responsible for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to the carts/bins. If the successful Proposer purchases the carts/bins, the City may assume ownership of carts/bins in the possession of residential customers at the expiration of the Contract.
- K. **Customer Service and Billing.** The City is considering whether the City or the successful Proposer will be responsible for managing all customer service requests and complaints and billing base services. The successful Proposer will be responsible for all other billings. If the Proposer is responsible for customer service requests and complaints and billing base services, the Proposer must adhere to the requirements set forth in the Contract.
- L. **Public Education and Outreach.** Public education and outreach is key to the success of the program. Public education and outreach will be a partnership between the City and the successful Proposer. The successful proposer will develop, print and distribute improper set-out notices and changes in scheduled collection day notices. The City will develop new customer notices and the successful Proposer will print and distribute such

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notices. All other public education and outreach will be developed by the City with the assistance, upon request of the City, of the successful Proposer. All public education and outreach must be approved by the City.

- M. **Recyclable Revenues.** The City requests Proposers identify the percentage of revenues from the sale of recovered materials to be paid to the City a recyclable revenue share. Understanding the current market conditions, City encourages Proposers to propose a sustainable recyclable revenue share approach. For example, the recyclable revenue share shall be X% when the average revenues per ton exceeds \$X for X months. The City will reinvest any revenues received into the trash and recycling program.
- N. **Performance Bond and Insurance.** The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Contract.

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SECTION 3: PROPOSAL CONTENT

Proposers must submit the following information with the Proposal packets in support of their Proposals. Proposers shall use the following format as a Table of Contents for submittals.

Section 1 - Letter of Intent and Company Overview

1. Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.
2. Proposers shall complete Form 1- Company Information.

Section 2 - Proposed Approach, Environmental Impact of Operations, Efficacy of Recycling, and Transition Plan

1. Proposed Approach and Environmental Impact of Operations

- a. **Overview of Approach to Services.** Proposer shall provide a brief overview of the proposed approach for providing the following:
 - Residential solid waste services
 - Residential recycling services
 - Other Services (e.g. residential bulky waste services, City facilities services, special events services)
- b. **Residential Services Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for residential services. The successful Proposer shall provide residential services from Monday through Thursday. The City prefers each residential customer receive solid waste services and recycling services on the same scheduled collection day.
- c. **Description of Carts/Bins.** Proposer shall describe the carts/bins that will be utilized by the Proposer if City elects for the successful Proposer to purchase the carts/bins. The description shall include, at a minimum, the manufacturer, capacity, color, and labeling. Carts/bins must meet the requirements set forth in the Contract. If Proposer proposes recycling carts, City has a preference that recycling carts have a full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches. Photos of the proposed carts/bins should be included. If requested, Proposer shall provide a sample of the carts/bins to the City.
- d. **Description of Collection Vehicles.** City has a preference for environmentally sensitive collection vehicles. Proposer shall provide a description of all collection vehicles to be used to provide services under the Contract. Collection vehicles shall comply with the requirements of the Contract. Descriptions shall include:
 - Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.

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- Number of front line and spare collection vehicles to be used to perform each service.
 - Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
 - Number of personnel needed for each collection crew to conduct each service.
 - Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
 - Environmental features or benefits of proposed Collection vehicles.
- e. **Disposal and Processing Facility Information.** Proposers shall provide the following information for all disposal facility(ies) and processing facility(ies) to be used by the Proposers during the term of the Contract.
- Name, location, and description of the Facility and the type of material that will be processed and/or disposed at the location.
 - Name of the owner and operator of the facility(ies), identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.
 - Term of the Proposer’s contract with the facility.
- f. **Description of Customer Service and Billing Policies and Procedures.** The City is considering whether the City or the successful Proposer will be responsible for managing all customer service requests and complaints and billing base services. The successful Proposer will be responsible for all other billings. Proposer shall describe the policies and procedures to be used for customer services and billing services if the Proposer is responsible for such services.
- g. **Exceptions to Contract.** Complete Form 2- Exceptions. Proposer shall identify any and all exception(s) to this RFP and the Contract. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City’s consideration. Any exceptions to the RFP or the Contract will be considered and included in the City’s evaluation. If Proposer fails to list any exceptions, Proposer shall not raise or waive any exceptions later if selected for award.
2. **Efficacy of Recycling.** Proposer shall describe the efficacy of the proposed approach to recycling. The description should include, but is not limited to, the following:
- a. Identify all recyclable materials to be collected. Proposer shall collect, at a minimum, the materials defined as program recyclable materials in 2.02(F). Proposer shall identify any additional materials that can be collected as part of the recycling services at no additional cost. If glass cannot be collected curbside, Proposers must provide other means for collection (i.e. drop-off center).

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- b. Description of approach to collection and processing of program recyclable materials (e.g. single-stream, dual stream, curb sort).
 - c. Estimation of recovery rate by program recyclable material.
 - d. Estimate of tonnage diverted by proposed recycling program.
 - e. Identification of end markets.
 - f. Description of approach to recyclable materials characterization audits.
3. **Transition Plan.** Proposer will describe its proposed strategies to ensure a smooth transition from the current program to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
- Individual or group of individuals that will oversee the execution of the transition plan.
 - Proposed approach, including equipment, personnel, and schedule, for delivering carts/bins to customers. Proposers shall also describe how the delivery of carts/bins will be conducted in coordination with the removal of the existing carts used by the customers.
 - Overall schedule for the transition.
 - Proposed strategies for public outreach and education regarding the transition of service providers.

Section 3 – Experience and References

1. **Key Personnel Experience and References.** 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 the Contract. At a minimum, key personnel shall include general manager, operations manager, and any other personnel that will have regular contact with the City. For each key personnel, provide the name, title, and phone number of two municipal clients for which the key personnel has worked with in the past in a role similar to the role proposed on this project. Please provide resumes (limited to no more than 4 pages each) for each of the key personnel identified in this section.
2. **Company Experience and References.** Proposers shall provide a minimum of three references for other communities, preferably in the region and nearby local governments, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:
 - a. Name of community and description of services provided, including number of residential customers.
 - b. Contact person, including name, title, phone number, and email address.
 - c. Number of years of service and the year in which services began.

Section 4 – Local Presence and Community Involvement

Proposer shall describe the company's local presence and involvement in the City of

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Sedona. Proposer shall specifically describe how their proposed approach for this Contract will include the local community.

Section 5 - Financial History

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

Section 6 - Financial Proposal

Complete Form 3- Financial Proposal.

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**APPENDIX A: RESIDENTIAL SOLID WASTE AND RECYCLING
SERVICES PLANNING STUDY CITY COUNCIL
PRESENTATION AND CUSTOMER INPUT RESULTS**

Work session with City Council can be viewed here:

<HTTP://SEDONAAZ.SWAGIT.COM/PLAY/03232016-933>

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**APPENDIX B: CONTRACT FOR SOLID WASTE AND
RECYCLING SERVICES**

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**APPENDIX C: FORMS
FORM 1: Company Information**

Proposer Name: _____

Full Name of Business: _____

Type of Corporate Entity: _____

Tax ID: _____

Principal Business Address: _____

Local Business Address (if available) _____

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:

(A) _____

(B) _____

(C) _____

Subcontractor(s)

List all firms participating on this proposal and provide a description of services to be provided by such firm:

Name	Description of Services
(A) _____	_____
(B) _____	_____
(C) _____	_____
(D) _____	_____

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FORM 2: Exceptions

Proposer Name: _____

List any exceptions to the RFP or Contract below. Provide a summary discussion of reasons for proposed exceptions and include any proposed alternative.

Exceptions

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

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FORM 3: Financial Proposal

Proposers **must complete** the following forms:

- **Residential Solid Waste Services Financial Proposal Forms:** Forms 3.1.1 and 3.1.2
- **Contractor Provided Residential Customer Service and Base Billing Financial Proposal Form:** Form 3.6

Proposers **must complete a minimum of one of the following forms:**

- **Universal Weekly Residential Recycling Services Financial Proposal Forms:** Forms 3.2.1 through 3.2.2
- **Universal Every Other Week Residential Recycling Services Financial Proposal Forms:** Forms 3.3.1 through 3.3.2
- **Subscription Weekly Residential Recycling Services Financial Proposal Forms:** Forms 3.4.1 through 3.4.2
- **Subscription Every Other Week Residential Recycling Services Financial Proposal Forms:** Forms 3.5.1 through 3.5.2

Proposer **must complete** the following forms **if Proposal offers such services:**

- **Residential Bulky Waste Services Financial Proposal Form:** Forms 3.7
- **City Facilities and Special Events Proposal Forms:** Forms 3.8.1 through 3.8.2

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REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.1.1 and 3.1.2: Residential Solid Waste Services Financial Proposal Forms

Proposers must complete Forms 3.1.1 and 3.1.2. All fees proposed in Forms 3.1.1 and 3.1.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.1.1 and 3.1.2, Proposers must provide all requested fees related to 90-100 gallon and 60-70 gallon carts. The City requests, but does not require, the Proposer to provide the requested fees for 30-40 gallon carts.

The Solid Waste Cart Fee in Form 3.1.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.1.2 assumes utilizing new carts purchased by the successful Proposer or new carts purchased by the City.

Form 3.1.1: Weekly Residential Solid Waste Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	90 – 100 gallon	60 - 70 gallon	30 - 40 gallon
Solid Waste Service Fee ²			
Initial Cart			
Curbside Solid Waste Services			per month per initial cart
Side door Solid Waste Services			per month per initial cart
Additional Cart			
Curbside Solid Waste Services		NA	NA per month per additional cart
Side door Solid Waste Services		NA	NA per month per additional cart
Solid Waste Cart Fee ³			per month per cart

- Proposers must provide all requested fees related to 90-100 gallon and 60-70 gallon carts. The City requests, but does not require, the Proposer to provide the requested fees for 30-40 gallon carts.
- Proposed fee includes collection and disposal of all solid waste Collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts that are in good working condition and purchased by the successful Proposer. Includes all cart costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.1.2: Alternatives for Solid Waste Cart Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts ¹	Increase / Decrease	per month
City Purchased Carts and Contractor Assumed Other Cart Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts purchased by the successful Proposer. Includes all cart costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
- Assumes City purchases the carts. Contractor responsible for all other cart costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.2.1 and 3.2.2: Universal Weekly Residential Recycling Services

Proposer must complete Forms 3.2.1 and 3.2.2 in accordance with the instruction herein only if Proposer is proposing universal weekly residential recycling services.

All fees proposed in Forms 3.2.1 and 3.2.2 **assume City will be responsible for managing all customer service requests and complaints and billing base services.**

In Form 3.2.1 and 3.2.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.2.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.2.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.2.1: Universal Weekly Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
	Single-stream	Dual Stream	Curb Sort
Weekly Recycling Services			
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.2.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.3.1 and 3.3.2: Universal Every Other Week Residential Recycling Services

Proposer must complete Forms 3.3.1 and 3.3.2 in accordance with the instruction herein only if Proposer is proposing universal every other week residential recycling services.

All fees proposed in Forms 3.3.1 and 3.3.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.3.1 and 3.3.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.3.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.3.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.3.1: Universal Every Other Week Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
Every Other Week Recycling Services	Single-stream	Dual Stream	Curb Sort
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

1. Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
2. Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.3.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

1. Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
2. Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

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Forms 3.4.1 and 3.4.2: Subscription Weekly Residential Recycling Services

Proposer must complete Forms 3.4.1 and 3.4.2 in accordance with the instruction herein only if Proposer is proposing subscription weekly residential recycling services.

All fees proposed in Forms 3.4.1 and 3.4.2 assume City will be responsible for managing all customer service requests and complaints and billing base services.

In Form 3.4.1 and 3.4.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.4.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.4.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.4.1: Subscription Weekly Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
Weekly Recycling Services	Single-stream	Dual Stream	Curb Sort
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.4.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

CITY OF SEDONA
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Forms 3.5.1 and 3.5.2: Subscription Every Other Week Residential Recycling Services

Proposer must complete Forms 3.5.1 and 3.5.2 in accordance with the instruction herein only if Proposer is proposing subscription every other week residential recycling services.

All fees proposed in Forms 3.5.1 and 3.5.2 **assume City will be responsible for managing all customer service requests and complaints and billing base services.**

In Form 3.5.1 and 3.5.2, Proposers must provide all requested fees related to single-stream, dual stream, and/or curb sort. Proposer are not required to provide fees for each (i.e. single-stream, dual stream, curb sort).

The Recycling Cart/Bin Fee in Form 3.5.1 assumes utilizing carts that are in good working condition and purchased by the successful Proposer. As an alternative, Form 3.5.2 assumes utilizing new carts/bins purchased by the successful Proposer or new carts/bins purchased by the City.

Form 3.5.1: Subscription Every Other Week Residential Recycling Services

Description	Proposed Monthly Service Fee per Residential Customer ¹		
Every Other Week Recycling Services	Single-stream	Dual Stream	Curb Sort
Proposed Cart/Bin Size	_____ gallons	_____ gallons	_____ gallons
Recycling Service Fee ¹			per month
Recyclable Revenue Share	%	%	%
Recycling Cart/Bin Fee ²			per month

- Proposed fee includes collection and processing of recyclable materials collected. Proposed fee assumes City will be responsible for managing all customer service requests and complaints and billing base services.
- Assumes successful Proposer utilizes carts/bins that are in good working condition and purchased by the successful Proposer. Includes all cart/bin costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.

Form 3.5.2: Alternatives for Recycling Cart/Bin Fee

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Utilized All New Carts/Bins ¹	Increase / Decrease	per month
City Purchased Carts/Bins and Contractor Assumed Other Cart/Bins Responsibilities ²	Increase / Decrease	per month

- Assumes successful Proposer utilizes new carts/bins purchased by the successful Proposer. Includes all cart/bins costs, such as, but not limited to, purchase, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.
- Assumes City purchases the carts/bins. Contractor responsible for all other cart/bin costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts/bins, and other cart/bin responsibilities.

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Form 3.6: Contractor Provided Residential Customer Service and Base Billing Proposal Form

Proposers must complete Forms 3.6. Forms 3.1 through Form 3.5 assumed City would be responsible for managing all customer service requests and complaints and billing base services. In Form 3.6, Proposers must provide the fee if the City elects for the Proposer to be responsible for managing all customer service requests and complaints and billing base services.

Form 3.6: Contractor Provided Residential Customer Service and Base Billing

Description	Fee Increase or Decrease (Circle One)	Proposed Monthly Fee per Residential Customer
Contractor Provided Customer Service and Base Billing	Increase / Decrease	per month

Form 3.7: Residential Bulky Waste Services

Proposer must complete Forms 3.7 in accordance with the instruction herein only if Proposer is proposing residential bulky waste services. In Form 3.7, Proposers must provide the requested fees related to semi-annual bulky waste services and/or on-call bulky waste services. Proposer are not required to provide fees for each (i.e. semi-annual bulky waste services, on-call bulky waste services).

Form 3.7: Residential Bulky Waste Services

Description	Proposed Monthly Fee per Residential Customer
Semi-annual Bulky Waste Services	per month
On-call Bulky Waste Services	Attach Rate Sheet

CITY OF SEDONA
REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

Forms 3.8.1 and 3.8.2: City Facilities and Special Events Proposal Forms

Proposer must complete Forms 3.8.1 and 3.8.2 in accordance with the instruction herein only if Proposer is proposing City facility and special events services. The City requests, but does not require, the Proposer to provide the requested container types and sizes and collection frequencies.

Form 3.8.1 –Solid Waste Services via Carts or Dumpster for City Facilities and Special Events

Container Type and Size	Weekly Collection Frequency ¹						
	1	2	3	4	5	6	7
90- 100 gallon Cart							
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Includes disposal of collected material.

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Form 3.8.2 –Recycling Services via Carts or Dumpster for City Facilities and Special Events

Dumpster Type and Size	Weekly Collection Frequency ¹						
	1	2	3	4	5	6	7
Cart			NA	NA	NA	NA	NA
2 CY Dumpster							
3 CY Dumpster							
4 CY Dumpster							
6 CY Dumpster							
8 CY Dumpster							
10 CY Dumpster							
2 CY Dumpster Compactor							
3 CY Dumpster Compactor							
4 CY Dumpster Compactor							
6 CY Dumpster Compactor							
8 CY Dumpster Compactor							

1. Includes processing of collected material.

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
1 Does your household contract directly for garbage service or are you a part of a homeowner's association that contracts for garbage services?								
Contract Directly	340	89.5%	45	84.9%	180	64.3%	22	75.9%
Homeowner's Association	31	8.2%	8	15.1%	71	25.4%	6	20.7%
Neither	9	2.4%	0	0.0%	29	10.4%	1	3.4%
Total	380	100.0%	53	100.0%	280	100.0%	29	100.0%
2 In general, how full is your garbage cart per week?								
100% full	91	23.9%	7	13.5%	64	22.9%	5	16.7%
75% full	104	27.4%	13	25.0%	85	30.4%	5	16.7%
50% full	120	31.6%	11	21.2%	75	26.8%	7	23.3%
25% full or less	61	16.1%	21	40.4%	42	15.0%	12	40.0%
No Answer	4	1.1%	0	0.0%	14	5.0%	1	3.3%
Total	380	100.0%	52	100.0%	280	100.0%	30	100.0%
3 How often do you set out bulky materials that you need disposed?								
Weekly	8	2.1%	2	3.7%	7	2.5%	1	3.3%
Once per month	15	3.9%	3	5.6%	13	4.6%	5	16.7%
Once per every 3 months	22	5.8%	6	11.1%	27	9.6%	3	10.0%
Once per 6 months	48	12.6%	5	9.3%	21	7.5%	8	26.7%
Once per year	103	27.1%	16	29.6%	77	27.5%	6	20.0%
No Answer	184	48.4%	22	40.7%	135	48.2%	7	23.3%
Total	380	100.0%	54	100.0%	280	100.0%	30	100.0%
4 Do you currently recycle?								
Yes	327	86.1%	51	94.4%	245	87.5%	26	89.7%
No	53	13.9%	3	5.6%	35	12.5%	3	10.3%
Total	380	100.0%	54	100.0%	280	100.0%	29	100.0%
4B Do you participate in curbside recycling, drop-off recycling, or both?								
Participate in curbside recycling	41	12.5%	6	11.8%	59	24.1%	7	24.1%
Participate in drop-off recycling	209	63.9%	34	66.7%	131	53.5%	18	62.1%
Both	77	23.5%	11	21.6%	55	22.4%	4	13.8%
Total	327	100.0%	51	100.0%	245	100.0%	29	100.0%
4C Do you place recyclable materials for curbside pick-up in...								
Separate cart	111	94.1%	13	76.5%	50	43.9%	6	54.5%
Mixed in the same cart with your garbage	7	5.9%	4	23.5%	64	56.1%	5	45.5%
Total	118	100.0%	17	100.0%	114	100.0%	11	100.0%

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
5 How often do you set out material for the curbside program, or take materials in the City?								
Every Week	112	34.3%	20	36.4%	124	50.6%	9	29.0%
Twice Month	148	45.3%	25	45.5%	61	24.9%	15	48.4%
Once Month	49	15.0%	7	12.7%	31	12.7%	5	16.1%
Less than Once Month	13	4.0%	0	0.0%	18	7.3%	0	0.0%
No Answer	5	1.5%	3	5.5%	11	4.5%	2	6.5%
Total	327	100.0%	55	100.0%	245	100.0%	31	100.0%
6.1 How likely would you be to continue participating in a recycling program if you have to place recyclable materials in separate bins?								
1=Extremely Unlikely	91	23.9%	10	18.5%	59	21.1%	2	6.5%
2=Unlikely	19	5.0%	12	22.2%	15	5.4%	2	6.5%
3=Neutral	22	5.8%	3	5.6%	26	9.3%	5	16.1%
4=Likely	33	8.7%	6	11.1%	25	8.9%	7	22.6%
5=Extremely Likely	204	53.7%	12	22.2%	146	52.1%	14	45.2%
8=No Answer	11	2.9%	11	20.4%	9	3.2%	1	3.2%
Total	380	100.0%	54	100.0%	280	100.0%	31	100.0%
6.2 How likely would you be to participate in a recycling program if you place recyclable materials in a rolling cart - like your garbage cart - where recyclable material do not need to be separated into different recyclable material types?								
1=Extremely Unlikely	103	27.1%	12	22.6%	53	18.9%	2	6.5%
2=Unlikely	19	5.0%	2	3.8%	13	4.6%	5	16.1%
3=Neutral	30	7.9%	7	13.2%	11	3.9%	0	0.0%
4=Likely	31	8.2%	1	1.9%	29	10.4%	3	9.7%
5=Extremely Likely	177	46.6%	28	52.8%	158	56.4%	21	67.7%
8=No Answer	20	5.3%	3	5.7%	16	5.7%	0	0.0%
Total	380	100.0%	53	100.0%	280	100.0%	31	100.0%
6.3 How likely would you be to support the City contacting for a program if recyclables are placed in the garbage cart and later separated at the processing facility?								
1=Extremely Unlikely	193	50.8%	27	49.1%	76	27.1%	9	29.0%
2=Unlikely	19	5.0%	5	9.1%	9	3.2%	3	9.7%
3=Neutral	22	5.8%	3	5.5%	24	8.6%	3	9.7%
4=Likely	21	5.5%	6	10.9%	23	8.2%	4	12.9%
5=Extremely Likely	104	27.4%	11	20.0%	132	47.1%	11	35.5%
8=No Answer	21	5.5%	3	5.5%	16	5.7%	1	3.2%
Total	380	100.0%	55	100.0%	280	100.0%	31	100.0%

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
7 Which of the following is your number 1 concern when it comes to your garbage and recycling services?								
Cost	158	41.6%	18	33.3%	101	36.1%	8	26.7%
Reduce Vehicles	50	13.2%	6	11.1%	64	22.9%	8	26.7%
Services Offered	122	32.1%	6	11.1%	72	25.7%	11	36.7%
No Answer	50	13.2%	24	44.4%	43	15.4%	3	10.0%
Total	380	100.0%	54	100.0%	280	100.0%	30	100.0%
8 When it comes to recycling services, which is more important to you...								
Convenience	88	23.2%	9	16.1%	83	29.6%	7	23.3%
Effectiveness	257	67.6%	38	67.9%	168	60.0%	23	76.7%
No Answer	35	9.2%	9	16.1%	29	10.4%	0	0.0%
Total	380	100.0%	56	100.0%	280	100.0%	30	100.0%
9.1 How likely are you to support the City contracting for a City-wide garbage and recycling program if it meant everyone in the City would have increased recycling services?								
1=Extremely Unlikely	189	49.7%	31	59.6%	83	29.6%	7	23.3%
2=Unlikely	19	5.0%	6	11.5%	13	4.6%	1	3.3%
3=Neutral	32	8.4%	2	3.8%	22	7.9%	1	3.3%
4=Likely	16	4.2%	4	7.7%	26	9.3%	3	10.0%
5=Extremely Likely	99	26.1%	8	15.4%	116	41.4%	17	56.7%
8=No Answer	25	6.6%	1	1.9%	20	7.1%	1	3.3%
Total	380	100.0%	52	100.0%	280	100.0%	30	100.0%

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
9.2 How likely are you to support the City contracting for a City-wide garbage and recycling program if recyclables were collected separately from garbage?								
1=Extremely Unlikely	182	47.9%	33	61.1%	87	31.1%	3	10.0%
2=Unlikely	18	4.7%	3	5.6%	14	5.0%	2	6.7%
3=Neutral	26	6.8%	1	1.9%	38	13.6%	4	13.3%
4=Likely	29	7.6%	7	13.0%	33	11.8%	9	30.0%
5=Extremely Likely	110	28.9%	9	16.7%	94	33.6%	11	36.7%
8=No Answer	15	3.9%	1	1.9%	14	5.0%	1	3.3%
Total	380	100.0%	54	100.0%	280	100.0%	30	100.0%
9.3 How likely are you to support the City contracting for a City-wide garbage and recycling program if recyclables were collected together with garbage in the garbage cart?								
1=Extremely Unlikely	242	63.7%	39	72.2%	107	38.2%	8	25.8%
2=Unlikely	24	6.3%	3	5.6%	13	4.6%	10	32.3%
3=Neutral	23	6.1%	1	1.9%	27	9.6%	4	12.9%
4=Likely	20	5.3%	7	13.0%	19	6.8%	4	12.9%
5=Extremely Likely	61	16.1%	4	7.4%	102	36.4%	5	16.1%
8=No Answer	10	2.6%	0	0.0%	12	4.3%	0	0.0%
Total	380	100.0%	54	100.0%	280	100.0%	31	100.0%
9.4 How likely are you to support the City contracting for a City-wide garbage and recycling program if it meant fewer garbage and recycling trucks on the roads, less emissions, and reduced wear and tear on City streets?								
1=Extremely Unlikely	189	49.7%	33	60.0%	71	25.4%	2	6.7%
2=Unlikely	26	6.8%	4	7.3%	14	5.0%	3	10.0%
3=Neutral	34	8.9%	3	5.5%	27	9.6%	4	13.3%
4=Likely	21	5.5%	5	9.1%	28	10.0%	4	13.3%
5=Extremely Likely	87	22.9%	8	14.5%	121	43.2%	16	53.3%
8=No Answer	23	6.1%	2	3.6%	19	6.8%	1	3.3%
Total	380	100.0%	55	100.0%	280	100.0%	30	100.0%

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
9.5 How likely are you to support the City contracting for a City-wide garbage and recycling program if it offered you more services such as recycling, bulky item pick-up, and electronics or household hazardous waste collection?								
1=Extremely Unlikely	172	45.3%	33	61.1%	70	25.0%	3	9.7%
2=Unlikely	19	5.0%	4	7.4%	12	4.3%	1	3.2%
3=Neutral	43	11.3%	1	1.9%	21	7.5%	5	16.1%
4=Likely	36	9.5%	8	14.8%	37	13.2%	7	22.6%
5=Extremely Likely	99	26.1%	8	14.8%	123	43.9%	15	48.4%
8=No Answer	11	2.9%	0	0.0%	17	6.1%	0	0.0%
Total	380	100.0%	54	100.0%	280	100.0%	31	100.0%
9.6 How likely are you to support the City contracting for a City-wide garbage and recycling program if it lowered the cost for these services?								
1=Extremely Unlikely	149	39.2%	31	60.8%	63	22.5%	5	16.7%
2=Unlikely	12	3.2%	2	3.9%	7	2.5%	2	6.7%
3=Neutral	35	9.2%	3	5.9%	13	4.6%	3	10.0%
4=Likely	26	6.8%	5	9.8%	25	8.9%	5	16.7%
5=Extremely Likely	142	37.4%	10	19.6%	155	55.4%	15	50.0%
8=No Answer	16	4.2%	0	0.0%	17	6.1%	0	0.0%
Total	380	100.0%	51	100.0%	280	100.0%	30	100.0%
10.1 How likely are you to pay up to \$2.00 per month more								
1=Extremely Unlikely	189	49.7%	37	67.3%	98	35.0%	8	25.8%
2=Unlikely	22	5.8%	4	7.3%	13	4.6%	4	12.9%
3=Neutral	34	8.9%	2	3.6%	28	10.0%	3	9.7%
4=Likely	25	6.6%	6	10.9%	33	11.8%	10	32.3%
5=Extremely Likely	100	26.3%	6	10.9%	97	34.6%	6	19.4%
8=No Answer	10	2.6%	0	0.0%	11	3.9%	0	0.0%
Total	380	100.0%	55	100.0%	280	100.0%	31	100.0%

City of Sedona - Citizen Telephone Survey Results

Question	Survey Taylor Waste		Public Meetings		Survey Other Haulers		Focus Groups	
	Count	%	Count	%	Count	%	Count	%
10.2 How likely are you to pay up to \$4.00 per month more								
1=Extremely Unlikely	251	66.1%	37	68.5%	131	46.8%	12	41.4%
2=Unlikely	21	5.5%	8	14.8%	35	12.5%	6	20.7%
3=Neutral	28	7.4%	2	3.7%	28	10.0%	6	20.7%
4=Likely	21	5.5%	3	5.6%	28	10.0%	2	6.9%
5=Extremely Likely	45	11.8%	3	5.6%	43	15.4%	3	10.3%
8=No Answer	14	3.7%	1	1.9%	15	5.4%	0	0.0%
Total	380	100.0%	54	100.0%	280	100.0%	29	100.0%
11 How important is it for you that Sedona practices environmentally responsible waste management such								
1=Extremely Unimportant	48	12.6%	7	13.7%	15	5.4%	1	3.3%
2=Unlikely	12	3.2%	1	2.0%	5	1.8%	2	6.7%
3=Neutral	36	9.5%	2	3.9%	27	9.6%	4	13.3%
4=Likely	32	8.4%	12	23.5%	28	10.0%	5	16.7%
5=Extremely Important	242	63.7%	25	49.0%	200	71.4%	18	60.0%
8=No Answer	10	2.6%	4	7.8%	5	1.8%	0	0.0%
Total	380	100.0%	51	100.0%	280	100.0%	30	100.0%
12 Which company do you receive garbage collection from?								
Patriot	0	0.0%	2	3.8%	128	45.7%	4	13.3%
Taylor Waste	380	100.0%	40	75.5%	0	0.0%	23	76.7%
Waste Management	0	0.0%	5	9.4%	95	33.9%	2	6.7%
Other	0	0.0%	6	11.3%	15	5.4%	1	3.3%
No Answer	0	0.0%	0	0.0%	42	15.0%	0	0.0%
Total	380	100.0%	53	100.0%	280	100.0%	30	100.0%
13 Which company do you receive garbage collection from?								
Year Round	380	100.0%	51	91.1%	280	100.0%	27	90.0%
Seasonally	0	0.0%	5	8.9%	0	0.0%	3	10.0%
No Answer	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	380	100.0%	56	100.0%	280	100.0%	30	100.0%

SOLID WASTE AND RECYCLING SERVICES CONTRACT

The yellow highlights in the document provide language which will be finalized based on the scope of services awarded.

This contract is made and entered into this ____ day of _____, 2016, by and between the CITY OF SEDONA ("City") and _____, a _____ ("Contractor").

WHEREAS, the City issued a Request for Proposals for Solid Waste and Recycling Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP on or about _____, 201__;
and

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1.0 DEFINITIONS

As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the Parties hereto specifically agree that the terms defined below shall, for the purposes of this Contract, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Contract; the term "heretofore" shall mean before the date of adoption of this Contract; and the term "hereafter" shall mean after the initial date of adoption of this Contract.

- 1.01 Applicable Law – Any permits, licenses, and approvals, issued for or with respect to the Contractor, equipment utilized by the Contractor, properties (or any component thereof) utilized by the Contractor, or the performance of the Contractor's obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency, and/or court of competent jurisdiction that relates to or affects the City, the Contractor, any of their equipment or any properties (or any component thereof) utilized by the Contractor or the performance of the Contractor's obligations hereunder.

- 1.02 Base Service – For Residential Services, Base Service includes (1) once per week Solid Waste Services, (2) _____ week Program Recyclable Materials Services and (3) _____ Bulky Waste Service.
- 1.03 Bin – A receptacle with a capacity of approximately eighteen (18) gallons designed to be manually dumped into a Collection truck, purchased with a ten (10) year manufacturer's warranty, and approved for use by the City.
- 1.04 Bulky Waste – Solid Waste composed of materials not easily containerized in a Cart such as, but not limited to, yard waste, furniture, and large appliances.
- 1.05 Bulky Waste Services – Collection of Bulky Waste and Disposal of Bulky Waste at the Disposal Facility or Recycling of Bulky Waste at the Processing Facility.
- 1.06 Business Day – Any day, Monday through Thursday, from 7:00 A.M., Local Time to 6:00 P.M., Local Time, which is not a designated holiday under this Contract.
- 1.07 Cart – A receptacle equipped with wheels and a bar with a capacity of approximately ninety-five (95) gallons, sixty-five (65) gallons, or thirty-five (35) gallons designed to be mechanically dumped into a loader-packer type truck by a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B), purchased with a ten (10) year manufacturer's warranty, and approved for use by the City.
- 1.08 City – The City of Sedona, Arizona, includes City officers, elected officials, employees, agents, volunteers and representatives.
- 1.09 City Facilities – Any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Facilities Services. The City has the sole authority to add or eliminate City Facilities to receive City Facilities Services.
- 1.10 City Facilities Services – Solid Waste Services and Recycling Services from City Facilities.
- 1.11 Collect or Collection – The act of picking up Solid Waste for delivery to a Disposal Facility, or the act of picking up Program Recyclable Materials for delivery to a Processing Facility.
- 1.12 Commencement Date – _____ 1, 201_, the date on which the Contractor shall begin performing the Services in accordance with this Contract.
- 1.13 Contamination – The existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.14 Contract – This document, including any written attachment thereto as agreed upon by the City and the Contractor.
- 1.15 Contract Year – The period beginning _____ 1st and ending on _____ of each year for the term of the Contract.
- 1.16 Contract Administrator – The person, or his designee, designated by the City to administer and monitor the provisions of this Contract.

- 1.17 Contractor – _____, a _____, its employees, officers, agents, successors and assigns.
- 1.18 Contractor Representative – An employee of the Contractor designated in charge of the Contractor's operations under the Contract and who is authorized to make decisions and act on the Contractor's behalf.
- 1.19 Curbside – The location within four (4) feet of the street designated by the Contract Administrator for Solid Waste Services and Recycling Services.
- 1.20 Curb Sort – Set out of Program Recyclable Materials commingled and subdividing into (based on proposal but at a minimum shall be paper, plastic, metal and glass) by Contractor prior to Collection.
- 1.21 Customer – Residential Customer, City Facility, Special Event, or City.
- 1.22 Dispose or Disposal – The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. The Contractor shall dispose of materials at a Disposal Facility.
- 1.23 Disposal Facility – A facility in which Solid Waste is placed for permanent Disposal. Contractor shall Dispose of all Solid Waste at a Disposal Facility permitted under all Applicable Law to Dispose of Solid Waste.
- 1.24 Dual Stream – Set out of paper Program Recyclable Materials separated from all other Program Recyclable Materials and no additional subdividing required by any person prior to Collection.
- 1.25 Dumpster – A metal receptacle with a tight fitting lid and a minimum capacity of two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial Units. Contractor shall provide Dumpsters to Customers.
- 1.26 Dumpster Compactor – Any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.
- 1.27 Dwelling Unit – A structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" excludes real property used to accommodate a mobile home, unless the mobile home is rented or leased by the landlord.
- 1.28 Local Time – The time in Sedona, Arizona.
- 1.29 Missed Collection – A Cart that was set out at the Collection location in accordance with the Contract and was not Collected by the Contractor on the Scheduled Collection Day.

- 1.30 Multifamily Residential Properties – Any real property that has one or more structures and that contains five (5) or more Dwelling Units for rent or lease that are subject to Arizona Revised Statutes title 33, chapter 10.
- 1.31 Party – The City or the Contractor.
- 1.32 Process or Processed or Processing – Reduction, separation, recovery, conversion or Recycling of Solid Waste into Recovered Materials and marketing of Recovered Materials to end markets.
- 1.33 Processing Facility – A facility in which Recyclable Materials are Processed. Contractor shall Process all Program Recyclable Materials at a Processing Facility permitted under all Applicable Law to Process Recyclable Materials.
- 1.34 Program Recyclable Materials – Include the following Recyclable Material:
- 1.34.1 Paper: newspaper, magazines, catalogs, office paper, junk mail, phone books, corrugated cardboard, paperboard, paper bags/Kraft, Chip board (food boxes), carrier stock (beverage cases), manila envelopes, shredded paper (bagged), and other uncontaminated paper products.
 - 1.34.2 Plastics: #1 - #7 plastic bottles, tubs, buckets, containers, and lids (excludes plastic bags, Styrofoam or PVC pipe).
 - 1.34.3 Metal: Food, beverage and soft drink cans made of tin, steel aluminum or bi-metal; empty aerosol cans; empty paint cans, and small empty propane canisters (excludes scrap metal and five-gallon propane tanks).
 - 1.34.4 Glass: All colors of glass bottles, jars and containers.
- 1.35 Recovered Materials – Recyclable Materials which have been Processed to market specifications.
- 1.36 Recyclable Material – Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 1.37 Recycling – The process of Collecting, separating, cleansing, treating and reconstituting post-consumer materials that would otherwise become Solid Waste and returning them to the economic stream in the form of raw material for reconstituted products which meet the quality standards necessary to be used in the marketplace, but does not include incineration or other similar processes.
- 1.38 Recycling Services – The Collection and Processing of Program Recyclable Materials.
- 1.39 Rejects –Recyclable Material accepted at Processing Facility that is not captured by Processing into Recovered Materials.
- 1.40 Residential Customer – An owner or occupant of a Dwelling Unit excluding Multifamily Residential Properties except as excluded under Section 4.01.

- 1.41 Residential Services – Solid Waste Services, Recycling Services, and Bulky Waste Services from Residential Customers.
- 1.42 Scheduled Collection Day – The specific day or days of the week on which Collection shall be provided by the Contractor to the Customer.
- 1.43 Services – Consist of Solid Waste Services and Recycling Services.
- 1.44 Set out – Material(s) placed by a Customer for Collection by the Contractor.
- 1.45 Side Door – A location at the front, side, or rear of a Dwelling Unit designated by the Contract Administrator for Solid Waste Services and Recycling Services for the Residential Customer.
- 1.46 Single Stream – Set out of Program Recyclable Materials commingled and not required to be subdivided by any person prior to Collection.
- 1.47 Solid Waste – Any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes.
- 1.48 Solid Waste Services – The Collection and Disposal of Solid Waste.
- 1.49 Special Events – Any sponsored or co-sponsored event designated by the Contract Administrator as a Special Event to receive Special Event Services. The City has the sole authority to add or eliminate Special Events to receive Special Event Services.
- 1.50 Special Event Services – Solid Waste Services and Recycling Services from Special Events.
- 1.51 Unacceptable Set out – A Set out that does not comply with the requirements of this Contract.

2.0 CONTRACT TERM

- 2.01 Initial Term. Unless sooner terminated in accordance with the provisions in this Contract, the initial term of this Contract shall commence on the Commencement Date at 12:00 AM, Local Time and shall continue in effect for five (5) years until _____ at 11:59 PM, Local Time.
- 2.02 Optional Renewal Terms. City may renew this Contract for up to two (2) additional three (3) year optional renewal terms. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term

of this Contract exercise such optional renewal term by such notice. This provision in no way limits City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Contract.

3.0 SCOPE OF SERVICES– GRANT OF RIGHT

3.01 Grant of Exclusive Right. Contractor is hereby granted for the term of this Contract, as defined in Section 2 unless sooner terminated, the exclusive right and privilege and sole obligation within the City to provide Base Services to Residential Customers except as excluded by this Contract.

3.02 Grant of Non-exclusive Right. Contractor is hereby granted for the term of this Contract, as defined in Section 2 unless sooner terminated, the non-exclusive right and privilege to provide City Facilities Services and Special Event Services as defined in Section 5. However, this Contract does not require the City Facilities or Special Events to use the Contractor for such services.

4.0 COLLECTION OPERATIONS – RESIDENTIAL CUSTOMERS

4.01 General. The Contractor shall provide Residential Services to each Residential Customer excluding the following:

4.01.1 Any Residential Customer receiving Solid Waste Services via an agreement, in effect on the Commencement Date of this Contract, between the Residential Customer's Homeowner's Association and a hauler which existed prior to the Commencement Date; or

4.01.2 Any Residential Customer whom stopped Residential Services in accordance with Section 4.05

4.02 Solid Waste Collection. The Contractor shall Collect from each Residential Customer once per week, on Monday, Tuesday, Wednesday, or Thursday, all Solid Waste contained in that Residential Customer's Solid Waste Cart(s) per Scheduled Collection Day.

4.03 Recycling Services. The Contractor shall Collect from each Residential Customer OR each Residential Customer that subscribes for Recycling Services, once per week OR every other week on the same Scheduled Collection Day such Residential Customer receives Solid Waste Collection OR on a Scheduled Collection Day, Monday, Tuesday, Wednesday, or Thursday, all Curb Sort OR Dual Stream OR Single Stream Program Recyclable Materials in, under, or adjacent to that Residential Customer's Recycling Cart OR Recycling Bins per Scheduled Collection Day.

4.04 Bulky Waste Services. The Contractor shall Collect, once per six (6) months on a Scheduled Collection Day agreed upon between Contract Administrator and Contractor Representative, up to six (6) cubic yards of Bulky Waste from each Residential Customer. OR Upon the receipt of a _____ from _____ for Bulky Waste Collection, Contractor shall Collect the quantity of Bulky Waste as identified by the _____ from the respective Residential Customer.

4.05 Procedures to Stop Residential Services. Any Residential Customer, at its sole discretion and for any reason, may stop Residential Services for one or more calendar months upon written notification in accordance with Applicable Law City to adopt

ordinance setting forth procedures to Stop Residential Services to the Contract Administrator. If a Residential Customer thereafter wants to receive Solid Waste Services and/or Recycling Services as defined in Section 4.02 or 4.04 respectively, the Residential Customer must receive Base Services from the Contractor.

5.0 COLLECTION OPERATIONS – CITY FACILITIES AND SPECIAL EVENTS

Upon request by the Contract Administrator, Contractor shall provide the services requested by the Contract Administrator, Solid Waste Services and/or Recycling Services, for such City Facility or Special Event in accordance with the number and size of Dumpsters and frequency of Collection and Scheduled Collection Days requested by the Contract Administrator.

6.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

- 6.01 Hours of Operation. Collection shall be provided between 7:00 AM, Local Time and 7:00 PM, Local Time. Exceptions to hours of operation shall be effected only upon the mutual written agreement of the Contract Administrator and the Contractor Representative. The City reserves the right to restrict the hours of operation based on complaints.
- 6.02 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. If a holiday occurs on a Scheduled Collection Day for a Residential Customer, the Contractor shall perform the Collection that was to occur on the Scheduled Collection Day for the holiday and the remainder of the week ending on Thursday on the next calendar day after the Scheduled Collection Day. For City Facilities and Special Events, if a holiday occurs on a Scheduled Collection Day, the Contractor shall perform the Collection for such City Facility and Special Event at the sole discretion of the Contract Administrator on the holiday or the next calendar day after the holiday.
- 6.03 Collection Location. The Contractor shall provide Collection at a location reasonably acceptable to Contractor and customer and subject to approval of Contract Administrator. For Residential Customers, the Contractor shall Collect Set outs Curbside except the Contractor shall Collect Set outs Side Door for the following:
- 6.03.1 Dwelling Unit where all adults residing at such Dwelling Unit are handicapped, or due to age or physical limitations cannot safely move Carts to Curbside and Residential Customer residing at such Dwelling Unit requested Side Door Collection to and such request was approved by Contract Administrator; or
- 6.03.2 Residential Customer requests and is approved by Contract Administrator for Collection Side Door.

Residential Customers receiving Curbside Collection and Residential Customers receiving Side Door Collection pursuant to 6.03.1 shall be charged the Curbside Solid Waste Service Fee. Residential Customers receiving Side Door Collection pursuant to 6.03.2 shall be charged the Side Door Solid Waste Service Fee.

6.04 Routes and Collection.

6.04.1 Collection shall occur in a routine manner, following established routes.

- 6.04.2 The Contractor is responsible for providing Collection to Customers affected by impediments such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction. The Contractor shall notify the City of the specific locations where such impediments routinely hinder Collection.
- 6.04.3 If access to a Dumpster is blocked, the Contractor's driver must radio the Contractor's dispatcher. A call must be placed to the Customer's location describing the obstruction, the driver must wait until the Customer is contacted and the obstruction cleared. If not cleared within ten (10) minutes, the driver may proceed on route without Collecting such Dumpster.
- 6.04.4 The Contractor shall submit a map designating the Residential Customer Collection routes to the City at least ninety (90) days in advance of the Commencement Date. The maps will detail each Collection route and show the starting point, general starting time, general direction of travel, and the ending point. The Contractor shall maintain on its internet website a map clearly show all pertinent information such as routes, schedules, and times of services.
- 6.04.5 The Contractor shall not amend, change, or alter the Residential Customer Collection route without Contract Administrator's approval. If the Contract Administrator approves an amendment, change, or alteration to a Residential Customer Collection route, the Contractor shall promptly notify the affected Residential Customers of the change in schedule or route and the anticipated affect on the Collection time. Written notification to the affected Residential Customers shall be mailed directly to the Residential Customers.
- 6.05 Missed Collections. The Contractor shall notify the Contract Administrator by 4:00 PM, Local Time when a route may not be completed before 7:00 PM, Local Time. The Contractor shall notify the Contract Administrator immediately upon discovering a street, portion of a route, or a complete route was not Collected as scheduled. When notification of a Missed Collection is received by the Contractor before 4:00PM, Local Time and such allegations cannot be disproved by GPS documenting Contractor attempted to provide Services to such Customer, the Contractor shall arrange for Collection on the next Business Day after receipt of such complaint, the Contractor shall dispatch a truck and provide the Collection before 7:00 PM, Local Time on the same day. When notification of a Missed Collection is received by the Contractor after 4:00 PM, Local Time and such allegations cannot be disproved, the Contractor shall provide Collection within the next 24 hours and inform all residents impacted by such Missed Collection of the time the corrective Collection will be provided. When notification of a Missed Collection is received after 4:00 PM, Local Time on the day preceding a holiday and such allegations cannot be disproved, the Contractor shall provide Collection within the first three (3) hours of the day after the holiday.
- 6.06 Inspection of Set outs and Unacceptable Set outs.
- 6.06.1 The Contractor may inspect each Set out prior to Collection for compliance with the requirements of this Contract.
- 6.06.2 Prior to Collection of the Set out, the Contractor may designate a Set out as an Unacceptable Set out for the following reasons:

- i. A Set out exceeds the Set out limits as established in this Contract;
- ii. A Set out of Recyclable Materials that contains more than twenty-five (25%) percent of non-Recyclable Materials by weight; or
- iii. A Set out presents a substantial endangerment, such as disease or death, to the public or employee health.

6.06.3 The Contractor may not designate a Set out as an Unacceptable Set out for any reason other than those identified in this Contract.

6.06.4 If the Contractor designates a Set out or a portion of a Set out as an Unacceptable Set out for any of the reasons set forth in this Contract, the Contractor shall:

- i. Collect the portion of the Set out that is properly Set out; and
- ii. Immediately provide an Unacceptable Set out notice to the Customer stating the reason the Set out or portion of the Set out was designated as an Unacceptable Set out.

6.06.5 For all Unacceptable Set outs, the Contractor shall provide a written report of the Unacceptable Set outs including the address, reason Set out was an Unacceptable Set out, and other information as requested by the Contract Administrator to the Contract Administrator by 10:00 AM, Local Time, the next Business Day.

6.07 Spills, Leaks, and Litter. The Contractor shall exercise care to prevent spilling, leaks and littering during the Collection process. The Contractor shall ensure all materials hauled by the Contractor are contained, tied, or enclosed to prevent spilling, leaking and littering. The Contractor shall pick up and clean up any and all items spilled, leaked and littered by Contractor's vehicles, or by Contractor's employees or subcontractors while performing services under this Contract. The Contractor shall immediately pick up and clean up all spills, leaks and litter resulting from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services under this Contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

7.0 DISPOSAL AND PROCESSING SERVICES

7.01 General.

7.01.1 Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City's needs.

7.01.2 All Solid Waste Collected under this Contract shall be Disposed at a Disposal Facility properly authorized under all applicable federal, state and local laws. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Facility for permission to use the Disposal Facility.

7.01.3 All Recyclable Materials Collected under this Contract shall be Processed at a Processing Facility properly authorized under all applicable federal, state and local laws. The Contractor shall negotiate directly with the Owner/Operator of the Processing Facility for permission to use the Processing Facility.

- 7.01.4 The Contractor shall provide the City with a list of the designated Disposal Facilities and Processing Facilities that will accept materials Collected under this Contract.
- 7.01.5 The Contractor shall ensure that each Disposal Facility and Processing Facility location maintains adequate sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles. The Contractor shall ensure that the Disposal Facility and Processing Facility locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Facility or Processing Facility.
- 7.01.6 The Contractor shall ensure that the Disposal Facility and Processing Facility weigh, record, and tabulate materials from the City and other generators separately.
- 7.01.7 The Contractor shall ensure that the Disposal Facility and Processing Facility test the scales as required by applicable law. At a minimum, the Contractor shall ensure the locations test the scales every six (6) months. If the scales are unavailable during hours of operation, the Contractor shall use the average weight for the route and load of the day from the previous calendar month.
- 7.02 Disposal of Collected Materials. The Contractor agrees that the then-current rate schedule as reflected in Exhibit C includes the costs for Disposal of Solid Waste and Bulky Waste Collected by Contractor.
- 7.03 Processing of Collected Materials.
- 7.03.1 Program Recyclable Materials. Customers may Set out, Program Recyclable Materials commingled OR paper Program Recyclable Materials separated from all other Program Recyclable Materials for Collection. Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of _____ percent (____.0%) by weight of Program Recyclable Materials into Recovered Materials monthly.
- 7.03.2 Processing Costs. The Contractor agrees that the rate schedule reflected in Exhibit C, and any authorized subsequent amendments thereto includes the costs for Processing materials Collected, including but not limited to management and Disposal of Rejects and Contamination, by Contractor.

8.0 EQUIPMENT REQUIREMENTS

8.01 General.

- 8.01.1 The Contractor shall provide the City with a communication device (radio or equivalent) for direct field contact with the Contractor's local dispatch office or route service personnel.
- 8.01.2 The Contractor shall provide and maintain equipment sufficient in number and capacity to perform the work and render the services required by this Contract during peak and non-peak seasons.
- 8.01.3 The Contractor shall operate all Collection vehicles and equipment in

compliance with all laws and manufacturers' specifications.

8.01.4 No third-party advertising shall be permitted on the Contractor's vehicles or Collection equipment.

8.01.5 The Contractor shall wash the Collection vehicles and equipment and sanitize them with suitable disinfectant and deodorant at least once a month.

8.01.6 The City may inspect the Contractor's Collection vehicles and equipment at any time to ensure compliance with this Contract. Upon notification from the City, the Contractor shall be required to repair or replace equipment that is no longer in good repair or condition.

8.02 Collection Vehicles.

8.02.1 The Contractor shall keep all Collection vehicles in good repair, clean, and sanitary, and free of leaks and excessive emission.

8.02.2 All Collection vehicles shall be uniformly painted and clearly marked with the Contractor's name in letters of a size sufficient to reasonably identify the vehicle and equipment, but not less than five (5) inches in height.

8.02.3 The Contractor shall assign each of its Collection vehicles an identifying number and shall mark the identifying number upon each vehicle in two (2) prominent locations, as approved by the City, in a size not less than five (5) inches in height.

8.02.4 The Contractor's name and telephone number shall be clearly marked on both sides of each Collection vehicle.

8.02.5 All Collection vehicles used for the Collection of Recyclable Materials will display Recycling signage clearly identifiable by the public, as approved by the City.

8.02.6 The Contractor shall provide Collection using sealed packer-type Collection vehicles and such Collection vehicles shall not be allowed to leak nor scatter any materials.

8.03 Carts/Bins.

8.03.1 The [redacted] shall, at its sole cost and expense, purchase, Solid Waste Carts and Recycling Carts/Bins, necessary to adequately, efficiently, and properly provide the services in accordance with this Contract. The Contractor shall, at its sole cost and expense, assemble, provide initial distribution, store, repair, replace, provide subsequent distribution, and other cart responsibilities all Carts/Bins, including Solid Waste Carts and Recycling Carts/Bins, necessary to adequately, efficiently, and properly provide the services in accordance with this Contract.

8.03.2 FOR CURRENT CARTS/BINS PURCHASED BY CONTRACTOR Carts must meet all of the following requirements:

- i. Carts/BINS must be colored to differentiate Solid Waste Services from Recycling Services. Carts/Bins must be uniform in color.

- ii. Carts/Bins must be of high-quality and durability with a ten-year warranty.
- iii. Carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint).
- iv. Carts must be equipped with a metal lift bar (replaceable if damaged); and
- v. Carts must be either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
- vi. Carts/Bins must be available in ___ (___) size options of ___-gallon, ___-gallon, and ___-gallon. The default size is ___-gallon for the Solid Waste Cart and ___-gallon for the Recyclables Cart/Bin.

8.03.3 FOR NEW CARTS PURCHASED BY CONTRACTOR Carts must meet all of the following requirements:

- i. Carts/Bins must be colored to differentiate Solid Waste Services from Program Recyclable Materials Services. Carts/Bins must be uniform in color. Colors must be approved by the City.
- ii. Carts/Bins must be of high-quality and durability with a ten-year warranty.
- iii. Cart/Bin markings must be approved by the City.
- iv. Recycling Carts/Bins must have full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches;
- v. Carts/Bins must be without Contractor logo or other information;
- vi. Carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
- vii. Carts must be equipped with a metal lift bar (replaceable if damaged);
- viii. Carts must be either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
- ix. Carts/Bins may, at the City's sole discretion, become the property of the City at the termination of the Contract.
- x. Carts/Bins must be available in ___ (___) size options of ___-gallon, ___-gallon, and ___-gallon. The default size is ___-gallon for the Solid Waste Cart and ___-gallon for the Recyclables Cart/Bin.

8.03.4 The Contractor must provide each Residential Customer with one (1) new ___ gallon Solid Waste Cart and ___ (___) new ___ gallon Recycling Cart/Bin free of charge.

8.03.5 The Contractor shall store all additional and replacement Carts/Bins at Contractor's local office to ensure that extra or replacement Carts/Bins can be provided upon the request of Contract Administrator.

8.03.6 The Contractor shall, at its sole cost and expense, assemble and distribute Carts/Bins to Customers prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator.

8.03.7 For Carts/Bins delivered by the Contractor, Contractor shall attach a Program Introduction Notice to each Carts/Bins prior to delivery to Residential Customer.

8.03.8 The Contractor's employees shall take care to prevent damage to Carts/Bins by unnecessary rough treatment.

8.03.9 The Contractor shall be solely responsible for the maintenance, including warranty issues, of **Carts/Bins**.

8.03.10 The Contractor shall provide a monthly report to Contract Administrator detailing the **Carts/Bins** delivered and maintenance provided to **Carts/Bins** and provide a monthly report to Contract Administrator for the term of the Contract.

8.03.11 Upon the request of a Customer, Contractor shall provide and deliver, at Contractor's sole cost, (i) an additional ___ gallon **Carts/Bins**, (ii) a different size Cart, (iii) a replacement **Cart/Bin** if the assigned **Cart/Bin** is stolen and Customer provides a police report, or (iv) a replacement **Cart/Bin** if the assigned **Cart/Bin** is damaged beyond repair.

8.04 Dumpsters. (IF AWARDED CITY FACILITIES SERVICES AND SPECIAL EVENTS SERVICES)

8.04.1 The Contractor shall provide appropriate Dumpsters for Collection of Solid Waste and Recyclable Materials, subject to the following requirements:

- i. All such Dumpsters shall be equipped with suitable covers to prevent the scattering of the Dumpster's contents while in transit or in the Customer's location;
- ii. All such Dumpsters shall be in good repair and condition;
- iii. All such Dumpsters shall be clearly marked with the Contractor's name and telephone number in letters not less than two (2) inches in height; and
- iv. The Casters must be made available upon request for 2, 3, and 4 cubic yard Dumpsters only.

8.04.2 The Contractor shall exchange Dumpsters as needed or as deemed necessary by the City.

8.04.3 The Contractor shall maintain all Dumpsters in the City-approved single color or color scheme.

8.04.4 The Contractor shall replace or repaint all previously owned or used Dumpsters using the City-approved single color or color scheme within six months or the latest date of the dates this Contract is executed by both Parties.

8.04.5 The Contractor shall exchange Dumpsters that have been damaged within 48 hours of notification. If an unsightly condition develops due to fire, paint, or other causes, the Contractor shall exchange Dumpster upon the City's request.

8.04.6 The Contractor shall maintain a sufficient inventory of Dumpsters to respond, in a prompt manner, to the City's and Customer's needs for replacements or new service.

9.0 HUMAN RESOURCES AND LABOR FORCE

9.01 The Contractor shall employ adequate, experienced personnel who are careful, competent, and fully qualified to perform the duties or tasks assigned to them under this Contract.

- 9.02 The Contractor shall not remove or replace key personnel without written notice to the City, which Contractor will endeavor to make prior to the removal or replacement of such key personnel.
- 9.03 The Contractor shall outfit each employee in a uniform that clearly identifies him/her as a representative of the Contractor. The name of supervisory employees and drivers shall be clearly visible on the front.
- 9.04 The Contractor shall provide each employee with appropriate safety equipment.
- 9.05 The Contractor shall assure that all employees are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
- 9.06 The Contractor shall conduct background checks on all employees. The Contractor shall utilize information contained in such background checks to make appropriate hiring decisions.
- 9.07 The Contractor shall provide a written report to the City outlining complete details of any allegation that Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally. The Contractor's report shall also include the name and title of the employee and disciplinary action taken.
- 9.08 The City shall have the right to request that an employee be barred from further work for the Contractor in connection with this Contract for reasons including: wanton, discourteous, belligerent, or unsafe behavior. Upon receipt of the City's request, the Contractor shall perform an investigation and respond to the City within forty-eight (48) hours of the request.

10.0 CONTRACTOR'S LOCAL, INQUIRIES AND COMPLAINTS, AND PROPERTY DAMAGE

- 10.01 The Contractor shall maintain an office within fifty (50) miles of the City for handling all Customer complaints and any other calls regarding the Collection service provided by the Contractor. The office shall be adequately staffed and equipped to meet the specifications of this Contract. The City shall provide a phone number, to be owned and retained by the City during the term of this Contract and after the termination or expiration of this Contract, for Customer service calls. The City shall automatically forward calls to such number to the Contractor. The Contractor agrees to keep said phone number available for calls from 7:00 a.m. to 7:00 p.m., Local Time, on all Collection days including holidays, except such holidays specified in this Contract, and 7:00 a.m. to 6:00 p.m., Local Time, on all other regular Business Days and the said staff must be competent personnel to handle calls and inquiries during the aforementioned hours. Any and all costs associated with the phone number shall be the sole responsibility of the Contractor.
- 10.02 The Contractor shall provide voicemail capabilities for after office business hours calls, so that Customers may leave messages. The voicemail message shall also provide a contact name and phone number to the Contractor's staff in case of an emergency, and the staff shall reasonably be available to respond to such call. Voicemail messages shall be responded to by 10:00 AM, Local Time on the next Business Day following the message.

- 10.03 The Contractor shall give immediate and courteous attention to all Customer inquiries and requests.
- 10.04 Contractor shall promptly resolve complaints.
- 10.05 The Contractor shall have staff on-call for after-hours problems and emergencies and shall provide the City with the contact information for such staff.
- 10.06 The Contractor shall maintain a log of all calls (inquiries, missed collections, and complaints), which includes, but not limited to:
- 10.06.1 The date and time of notification;
 - 10.06.2 Address and subdivision of occurrence/complaint;
 - 10.06.3 Nature of the inquiry/complaint;
 - 10.06.4 Manner of resolution and/or collection; and
 - 10.06.5 Time of resolution and/or collection.
- 10.07 All complaints reported to the City will be forwarded to the Contractor.
- 10.08 Any alleged Missed Collection will be managed in accordance with Section ____.
- 10.09 The Contractor shall notify the Contract Administrator within two (2) hours of receiving any complaint and the planned resolution. Complaints include, but are not be limited to, such issues as property damage, equipment leaks, spills, poor service, rude and discourteous service, unsafe operations, and suspicious behavior. The Contractor shall provide the City with a full explanation, in writing, within three (3) Business Days, of the disposition of any complaint.
- 10.10 The Contractor shall notify the City of any violations committed by the Customers relating to cleanliness and the creation of a nuisance on any property, either public or private.
- 10.11 The Contractor must report any evident odor or insect problems to the City via e-mail. The Contractor must notify all Customers of proper procedures for minimizing odors and insects.
- 10.12 Within twenty-four (24) hours of an incident involving an overloaded or underserved Customer, the Contractor must document the problem with photos and/or scale tickets, notify and recommend resolution of problems to the Customer, copying the City.
- 10.13 The Contractor shall provide a working (Microsoft compatible digital format) copy of the Daily Call Log to the City by 4:00 p.m. each Monday. The working copy of the Daily Call Log will include all calls received during the preceding week.
- 10.14 The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. The Contractor shall repair or replace or compensate any private or public property which is damaged by Contractor. The Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, the Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to the Contractor of such damage. Such property damages shall be resolved by the Contractor either by repair or replacement or

compensation, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

- 10.15 If the Contractor fails to address the repair or replacement or compensation of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace or compensate such damaged property, and the cost of doing so shall be deducted from any payment to be made to the Contractor by City.
- 10.16 Within fifteen (15) Business Days of the Effective Date, the Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Contract.

11.0 PUBLIC EDUCATION AND OUTREACH

- 11.1 The Contractor shall seek the City's written approval prior to distributing any communication to Customers.
- 11.2 Contractor will develop, print and distribute Unacceptable Set out notices and changes in scheduled collection day notices.
- 11.3 City will develop new customer notices and the Contractor will print and distribute such notices.
- 11.4 The Contractor shall maintain an internet website that is available 24 hours per day, 7 days per week, subject to internet service provider availability to provide information related to Scheduled Collection Days, Set out procedures, Customer inquiries and complaint procedures, and other information as requested by Contract Administrator.
- 11.5 All other public education and outreach will be developed by the City with the assistance, upon request of the City, of the successful Proposer.

12.0 ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS

City reserves the right to add other Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties agree it is economically and technically feasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule by an amendment to this Contract.

13.0 COMMINGLING OF MATERIALS PROHIBITED

- 13.01 Except, when approved in writing by the City, the Contractor shall not commingle the following materials:
 - 13.01.1 Recyclable Materials Collected under this Contract with other materials;
 - 13.01.2 Recyclable Materials Collected with Solid Waste or other material;

- 13.02 Commingling of materials in violation of this Contract is a breach of the Contract and may result, at the City's discretion, in administrative charges and/or termination of the Contract.

14.0 DISPOSAL OF PROGRAM RECYCLABLE MATERIALS

- 14.01 The Contractor shall not Dispose of any Program Recyclable Materials Collected for Recycling, or market such materials to markets that the Contractor knows or reasonably should have anticipated will Dispose of the materials, except when approved, in writing, by the City.
- 14.02 Disposal of Program Recyclable Materials Collected for Recycling, or marketing of such materials to markets that the Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved by the City, is a breach of this Contract and may result in administrative charges and/or termination of the Contract with the Contractor.

15.0 PERFORMANCE MONITORING, NON-PERFORMANCE, AND ADMINISTRATIVE CHARGES

- 15.01 Performance Monitoring. The Contractor shall supervise and monitor all work specified in this Contract. The City may administer and monitor the Contractor activities and performance with field monitoring and inspections. The Contractor shall have a representative available to meet with the City staff on a weekly basis and as needed to discuss performance, problems, and resolutions. The Contractor shall provide, within three (3) Business Days after a request by the City, explanations of non-compliance and action taken to rectify the problem.
- 15.02 Non-Performance.
- 15.02.1 The City may impose administrative charges when the City determines that performance is inconsistent with the provisions of this Contract or performance has not occurred.
- 15.02.2 The City may deduct the full amount of any administrative charges from any payment due to the Contractor. The remedy available to the City under this section shall be in addition to all other remedies in which the City may have under the law, at equity, or pursuant to the terms of this Contract. For the purposes of this Contract, the Contractor shall not be deemed liable for administrative charges if its inability to perform Collection services is as a result of an event of Force Majeure, as set forth in this Contract, provided however, that the Contractor shall obtain approval from the City for the delay prior to 3:00 p.m. on the Scheduled Collection Day.
- 15.02.3 The Contractor's obligations to make payments for the administrative charges under this Contract, which occur prior to the expiration or termination of the Contract, shall survive the termination or expiration of the Contract.
- 15.02.4 For the purpose of computing administrative charges under the provisions of this section, it is agreed that the City may deduct from payments due or to

become due to the Contractor the amounts specified below as administrative charges.

15.02.5 The City shall submit a summary of offenses and the administrative charges for the Non-Performance and the deduction in payment with the monthly Residential Customer count.

15.03 Administrative Charges for Non-Performance.

15.03.1 Failure to provide services on Commencement Date: \$2,500 per calendar day.

15.03.2 Failure to complete all Collections between 7:00 a.m. and 7:00 p.m.: \$500 per route.

15.03.3 Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by the Contractor as an Unacceptable Set out, and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.

15.03.4 Missed Residential Customer block: \$500 per incident the Contractor failing to pick up material on a block containing Residential Customers. A missed Residential Customer block is where three (3) Residential Customers on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed Residential Customer block occurs when the addresses reporting missed collections were not reported by the Contractor as Unacceptable Set outs and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.

15.03.5 Failure to correct a missed Collection as specified in this Contract: \$200 per occurrence.

15.03.6 Failure to clean up spill as specified in this Contract: \$200 per incident.

15.03.7 Failure to provide Collection at the same Customer two (2) or more times within a thirty-day (30) period: \$150 per occurrence over one (1) occurrence.

15.03.8 Failure to address property damage in accordance with the Contract: \$500 per occurrence.

15.03.9 Failure to distribute Public Education and Outreach materials, including, but not limited to, Unacceptable Set out notice, meeting the specifications of this Contract in accordance with this Contract: \$100 per occurrence.

15.03.10 Failure or neglect to correct chronic problems in any category of service, including failure to meet any of the requirements as listed in the Contract (chronic shall mean three (3) or more similar incidents at the same premises within a 14 calendar day period): \$500 per occurrence.

15.03.11 Failure to submit an accurate daily, monthly, quarterly, or annual report in the specified format, as required by this Contract: \$500 per report per calendar day.

- 15.03.12 Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- 15.03.13 Failure to maintain vehicle in accordance with this Contract: \$100 per vehicle per calendar day.
- 15.03.14 Failure to respond to any Customer complaint in accordance with this Contract: \$100 per incident per calendar day.
- 15.03.15 Failure to return Carts and Dumpsters to approximately the original location: \$25 per incident.
- 15.03.16 Failure to close Dumpster enclosures: \$50 per incident.
- 15.03.17 Failure to be prepared to perform services on or after the commencement date: \$2,500 per calendar day.
- 15.03.18 Failure to meet minimum Processing requirements: \$500 per calendar day.
- 15.03.19 Commingling of materials in violation of this Contract: \$1,000 each incident.
- 15.03.20 Disposal of Program Recyclable Materials: \$2,000 each incident.

16.0 RECYCLABLE MATERIALS CHARACTERIZATION AUDITS, RECYCLABLE MATERIALS REVENUES, AND FRANCHISE FEE

- 16.01 Recyclable Materials Characterization Audits. The Contractor, at the Contractor's sole expense, shall conduct Characterization Audits in accordance with Exhibit D.
- 16.02 Recyclable Materials Revenues. Contractor shall pay the City ____ percent (___%) of the gross revenues derived from the sale of the Recovered Materials. Contractor shall receive ____ percent (___%) of such gross revenues derived from the sale of the Recovered Materials. The Recyclable Materials revenue share shall be based on Exhibit E.
- 16.03 Franchise Fee. The Contractor shall not pay to the City a franchise fee for services provided pursuant to this Contract.

17.0 CUSTOMER COUNTS, BILLING AND PAYMENTS, ADJUSTMENTS, DELINQUENT AND CLOSED ACCOUNTS, AND PAYMENT OF FINES AND PENALTIES

- 17.01 Customer List. The City and Contract shall work together to develop a Customer list for Residential Customers identifying each by address. For each Customer, the _____ shall identify the level of service. The City and Contractor shall update the Customer list each month. The Contractor shall report to the Contract Administrator the address of a Residential Customer where materials are placed for Collection and that is not on the then current Customer list. The City and Contractor shall update the Customer list each month.

17.02 Billing and Payments.

- 17.02.1 The _____ shall bill and collect payments, including delinquent accounts, for Base Services for all Residential Customers during the term of this Contract. The Contractor shall bill and collect payments, including delinquent accounts, for all Residential Customers for services other than Base Services. The City shall bill and collect payments, including delinquent accounts, for City Facilities Services and Special Events Services. Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 17.02.2 The Contractor shall bill the Customers no later than thirty (30) calendar days after the Contractor provided the Service. Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 17.02.3 The Contractor shall bill Customers in accordance with this Contract and then-current rate schedule. The Contractor shall not bill Customers for any fees, including fuel charges and other charges or fees, other than those specifically authorized in this Contract.
- 17.02.4 Within thirty (30) calendar days of the end of each month during which Services are provided by the Contractor hereunder, the Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services billed by City less Recyclable Materials Revenues for the prior month. The City shall remit to the Contractor payment, less any disputed amounts, administrative charges, and payments withheld in accordance with this Contract, within thirty (30) calendar days after receipt of invoice.

- 17.03 Adjustments. All fees shall remain fixed from the execution of this Contract through two (2) Contract Years from the Commencement Date. After two (2) Contract Years from the Commencement Date, the Contractor shall submit a written request for modification to fees on or before April 1st thereafter. If Contractor fails to submit a written request for modification to rates on or before April 1st, Contractor waives the right for a modification to rates.

The adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers ("CPI") and the Diesel Fuel price index by the United States Department of Energy (DOE) as set forth herein. The Contractor agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed two percent (2%) for any single year.

- 17.03.1 CPI Adjustment. Fees will remain fixed as set forth on Exhibit C and will not be adjusted for changes in the CPI (as hereinafter defined), until the June 1st following two (2) Contract Years from the Commencement Date. Subject to the submission of a written request as provided by this Section 17.03, commencing on the June 1st following two (2) Contract Years from the Commencement Date, and continuing annually on each June 1st, fees set forth on Exhibit C may only be adjusted by eighty percent (80.0%) of the Consumer Price Index for All Urban Consumers Phoenix-Mesa, AZ Region, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100

(published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") increase or decrease from the most recent January to the preceding January. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

17.03.2 Fuel Adjustment. Fees will remain fixed as set forth on Exhibit C and will not be adjusted for changes in the fuel price (as hereinafter defined), until the June 1st following two (2) Contract Years from the Commencement Date. Subject to the submission of a written request as provided by this Section 17.03, commencing on the June 1st following two (2) Contract Years from the Commencement Date, and continuing annually on each June 1st, fees set forth on Exhibit C may only be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the West Coast increase or decrease during the preceding twelve months. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The Fuel Adjustment shall be based on the change in the index from the most recent price as of January 1st and the price as of the previous January 1st.

17.04 Payment of Fines and Penalties. The Contractor shall pay any and all fines or penalties assessed against the City by any organization having jurisdiction over the Contractor for violations of applicable laws, codes, regulations, or orders arising out of or in connection with the Contractor's performance of services under this Contract.

18.0 RECORDKEEPING AND REPORTING

18.01 The Contractor shall be responsible for maintaining and submitting daily and weekly reports as required by Contract and Contract Administrator. The reports are to include, but are not limited to, the Missed Collections, **complaints, inquiries**, and Collection vehicle weight tickets by route on each day of each month of the reporting period. Daily and weekly reports shall be submitted to the City no later than the next calendar day.

18.02 The Contractor shall be responsible for maintaining and submitting monthly and annual reports. Reports shall be submitted to the City no later than fourteen (14) days following the end of the reporting period. Reports will have the information specified below and be in a Microsoft compatible digital format. The reports are to include the following:

- a. Summary Letter – Cover letter that describes the reporting period's problems, accomplishments, trends, observations, and other pertinent information.
- b. Amount of Solid Waste, Program Recyclable Materials, **and Bulky Waste** Collected – Spreadsheet listing amounts (in tons/pounds) of Solid Waste, Program Recyclable Materials, **and Bulky Waste** collected from Residential Customers, **City Facilities, and Special Events**. The Spreadsheet must also include year-to-date totals.
- c. Recyclable Materials Set Out Rates – Spreadsheet listing subdivisions and the percent of households that set out Recyclables for Collection. Set out rates shall be provided on a quarterly basis.

- d. Recyclable Materials profit/loss report – Total volumes of each material collected, profit from each material collected, and both detailed and total expenses incurred during collection and processing of materials.
 - e. Customer List for Side Door Service – identify each by address.
 - f. Billing and Revenue Documentation– documentation justifying Contractor's billings and revenue derived by the Contractor for Services within the City.
 - g. Documentation regarding the end markets and pricing where Program Recyclable Materials are sold.
- 18.03 Annual reports shall be sworn to as being based upon audited performance of the Contractor for the period for which the report is filed.
- 18.04 The Contractor shall submit reports to the City via e-mail.
- 18.05 The City shall have access and a right to inspect, examine, or copy, within five (5) business day of written notice to the Contractor, all books, records, accounting procedures, practices, price lists, electronic files, data, and documents related to the goods and/or services under this Contract.
- 18.06 The City shall have access, within five (5) business days of written notice to the Contractor, to inspect the Contractor's facilities and equipment as the City deems reasonably necessary to determine whether the services required to be provided by the Contractor under this Contract conform to the terms hereof. Additionally, the City may perform field audits, including, but not limited to, route audits, without prior notice to the Contractor, to assure that services required to be provided by the Contractor under this Contract are conducted in compliance with the terms of this Contract, if applicable. The City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. The Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by the City.
- 18.07 The Contractor is required to retain all records related to this Contract for the duration of the term of this Contract and a period of five (5) years following the expiration and/or termination of the Contract. If an audit, litigation or other action involving such records begins before the end of the five (5) year period, the records shall be maintained for five (5) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five (5) year retention period, whichever is later.
- 18.08 The Contractor's obligation under this section shall survive the expiration or termination of this Contract.

19.0 COMPLIANCE WITH LAWS

- 19.01 Compliance with Laws. The Contractor agrees to comply with, and shall cause its employees, agents, and subcontractors to comply with, all applicable laws, including state and federal laws and city ordinances. It is expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of the City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that if the City calls the attention of the Contractor to any such violations on the part of the Contractor, then the Contractor shall immediately desist from such activity and correct such violation.

- 19.02 Safety Regulations. The Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers are safe and in a healthy work environment. Performance of work shall strictly comply with the U.S. Occupational Health and Safety Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state, or local authority having jurisdiction therefor.
- 19.03 Hazardous and Special Waste. When the Contractor takes possession materials, the Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste. In the event the Contractor generates, transports, stores, treats, or disposes of such materials, the following provisions apply and the Contractor agrees to:
- 19.03.01 Ensure that all shipments of such materials are accompanied by proper shipping papers and documents as are required for the lawful transport of such materials and that packages or containers comply with applicable law, including, without limitation, DOT regulations;
 - 19.03.02 Establish and follow all health and safety plans to protect the environment and the Contractor's employees from the hazards and risks from handling or working with such materials; and
 - 19.03.03 Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of such materials. The drivers and trucks supplied by the Contractor shall be trained, authorized, equipped, permitted, and licensed to carry such material, in accordance with prudent safety precautions and applicable law. Trucks and other equipment used by the Contractor for performance of the work shall be in first-class operating condition, shall be suitable for the particular work requested, and shall be routinely inspected by the Contractor and timely maintained.

20.0 NON-DISCRIMINATION

The Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).

21.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City, and each council member, officer, employee or agent thereof (City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such

Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

22.0 NON-ASSIGNABILITY

Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

23.0 LICENSES, PERMITS, CERTIFICATES, AND TAXES

The Contractor shall obtain, at its expense, any and all necessary licenses, permits and certifications required by the city, county, state, and federal government for the performance of the services under this Contract. The Contractor shall obtain certificates of compliance where required. The Contractor shall promptly pay all taxes required by the City, County, and State.

24.0 FORCE MAJEURE

If City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of an 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 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 under this Contract:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order 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. Notice of using this section will also require an estimate of the amount of time needed.

25.0 APPLICABILITY OF CONTRACT

The Contractor shall provide Solid Waste Services and Recycling Services within the corporate limits for and on behalf of the City to the designated Residential Customers, **City Facilities, and Special Events** covered by this Contract.

26.0 TITLE TO WASTE MATERIAL AND RECYCLABLE MATERIALS

- 27.01 Title to Solid Waste, Recyclable Materials, and Bulky Waste shall pass to the Contractor when placed in the Contractor's Collection vehicle.
- 27.02 Title to and liability for any Unacceptable Waste shall remain with the Residential Customer or Customer of such waste and shall at no time pass to the Contractor nor the City.

27.0 TERMINATION OF CONTRACT

- 28.01 In the event of a failure by the Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with a thirty (30) day notice (the "cure period") to correct such breach. The City may terminate this Contract after such cure period if the Contractor has not adequately corrected such breach in accordance with this Contract and the City so notifies the Contractor in writing of such termination action. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all Services in connection with this Contract. At such time, the City shall pay the Contractor only for charges and fees in which Services performed on or before such termination date. In the event such termination occurs, the City, as its sole and exclusive remedy may exercise its rights under the Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract or extension thereof.
- 28.02 The following, by way of example, but not of limitation may be considered a default and grounds for cancellation, in whole or in part:
- 28.02.1 Failure of the Contractor to perform or observe any of the obligations, covenants, Contracts, and conditions, required to be performed or observed herein;
 - 28.02.2 Failure of the Contractor to commence work operations within the time specified in the Contract;
 - 28.02.3 Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - 28.02.4 Evidence that the Contractor has abandoned the work;
 - 28.02.5 Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
 - 28.02.6 Failure on the part of the Contractor to comply with the terms of the Contract or any requirements given by the City provided for in this Contract;
 - 28.02.7 Indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose.
- 28.03 Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the Services were actually performed under this Contract and not previously paid.
- 28.04 A copy of the notice of termination, in whole or in part, shall be served on the Contractor's Surety when the Contractor has defaulted. When the Contract is terminated, the Contractor shall discontinue the work or such part thereof as the City

shall designate, whereupon the Surety must remedy the default as provided in the Performance Bond attached as Exhibit A The Surety, in such event, shall assume the Contractor's place in all respects and shall be bound by all terms and conditions of this Contract.

28.05 In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by the Contractor.

28.05.1 If the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.

28.05.2 The City may withhold all or part of any sums which would otherwise be due to the Contractor, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

28.05.3 In the event that the Contractor shall fail to perform any of the material provisions of this Contract, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time the Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Contract within the period of time specified by the City, the same is a violation of this Contract, subject to the non-compliance penalty set forth in this Contract. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this Contract.

28.06 In the event of a failure by the City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with a thirty (30) day notice (the "cure period") to correct such breach. The Contractor may terminate this Contract after such cure period if the City has not adequately corrected such breach in accordance with this Contract and the Contractor so notifies the City in writing of such termination action. At such time, the City shall pay the Contractor for all charges and fees for the Services performed on or before such termination date.

29.0 CONTRACTOR'S PROPERTY

All containers, vehicles, and any other equipment that the Contractor furnishes under this Contract shall remain the Contractor's property. In the event that the Contractor purchases Carts for Residential Customers, the Contractor shall be the owner of the Carts until the expiration or termination of the Contract at which time the Contractor shall transfer title to the Carts without liens to the City if the City, at City's sole option, elects to own the Carts.

30.0 NOTICE

All notices or other communication requirements under this Contract shall be in writing and shall be considered as properly given (i) if mailed by first class U.S. mail, posted prepaid, registered or certified with return recipient requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party, commercial delivery service, for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by facsimile to the addressee or by electronic mail. Notice shall be deemed to have been given when the notice is deposited with the U.S. Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days written notice to the other party in the manner set forth herein.

If to the City:

City of Sedona

E-mail: _____

If to the Contractor:

General Manager

31.0 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Notwithstanding any provision appearing in this Contract, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of City for any purpose.

32.0 PERFORMANCE BOND

32.01 Upon the execution of this Contract, the Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this Contract.

32.02 The Surety shall be a surety company duly authorized to do business in the State of Arizona, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City.

32.03 The Contractor shall pay all premiums chargeable for the Performance Bond.

32.04 The Performance Bond shall be valid and non-cancelable for a period of one year. Thereafter, the Contractor must renew or obtain a new Performance Bond each year of the Contract. Each Performance Bond must be valid and non-cancelable and comply with the requirements of this Contract. The Contractor shall provide the City with a renewed or new Performance Bond on 1st day of January of each Contract year.

- 32.05 The Performance Bond must be in an amount equal to or greater than the amount of twelve (12) calendar months of fees to be paid to Contractor pursuant to this Contract.
- 32.06 The Contractor shall ensure that the Performance Bond is signed by the president or vice-president of the Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal.

33.0 INSURANCE

Please compare the following to Exhibit C or Fountain Hills insurance provision and provide guidance as to what the City would prefer to use.

- A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.
 4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
- B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

- D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
- E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.

34.0 TRANSITION SUPPORT

- 34.01 The Contractor understands, acknowledges, and agrees that a smooth transition of Services under this Contract from one provider to another is essential for the health and safety of the City and its residents.
- 34.02 The Contractor understands, acknowledges, and agrees that the failure of the Contractor to timely and promptly transition Services under this Contract may create serious health and safety issues for the City and its residents.
- 34.03 The Contractor understands, acknowledges, and agrees that the City does not possess the necessary manpower or equipment to provide Services under this Contract.
- 34.04 The Contractor shall cooperate fully and timely with the City, and any previous and subsequent provider(s), in any transition of Services.
- 34.05 The Contractor shall cooperate fully with the City in:
 - 34.05.1 The transition to the Contractor from the previous provider(s) upon the Commencement Date;
 - 34.05.2 The transition from the Contractor to subsequent provider(s), or the City, upon the expiration of the initial term or optional renewal term; and
 - 34.05.3 The transition from the Contractor to subsequent provider(s), or the City, upon termination of the Contract.
- 34.06 The Contractor agrees to pay the City for any expenses incurred with the transitioning process if the Contractor fails to fully and completely transition in accordance with this Contract and the City engages in the services of another service provider to fully and completely transition in accordance with this Contract. In the event the City is unable to secure the immediate services of another Solid Waste Provider to assist with the

transition, the City may pursue all equitable, contractual and legal remedies available to the City under the law.

35.0 MISCELLANEOUS TERMS

- 35.01 The Contractor understands and acknowledges that the City is subject to the Arizona Public Records Law and therefore cannot assure the confidentiality of the terms or other information provided by the Contractor pursuant to this Contract. The Contractor agrees to comply with the City's request for information under the Public Records Law.
- 35.02 The Contractor shall have no confidentiality obligation with respect to any Services provided pursuant to this Contract.
- 35.03 This Contract shall be binding upon and inure solely for the benefit of the parties and their permitted successors or assigns.
- 35.04 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable, but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 35.05 The failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
- 35.06 This Contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona.
- 35.07 This Contract is the entire agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
- 35.08 The Contractor agrees that it has investigated and examined all streets, overhead trees, wires and such other attributes of the City and the requirements of this Contract that may affect the Contractor's full and complete performance of this Contract and enters into this Contract having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.
- 35.09 The City and the Contractor agree to use their best efforts and cooperate with each other to amend this Contract to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Contract.
- 35.10 If, however, a term, covenant, or condition in this Contract is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a

party's rights or obligations under this Contract or does not pertain to the exclusivity of Services, the invalidity shall not affect any other term, covenant, or condition herein contained. The Contractor must pay for any legal or consulting fees incurred by the City in connection with a lawsuit or claim related to the exclusivity of the Services.

35.11 All Exhibits and Appendices attached hereto and the documents comprising the Request for Proposal containing additional terms of this Contract are incorporated into this Contract by reference. In the event of a conflict between the exhibits and appendices attached hereto, the Request for Proposal, and this Contract, this Contract shall prevail.

NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA

City Manager

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONTRACTOR

By: _____

Title: _____

I hereby affirm that I am authorized to enter into and sign this contract on behalf of
CONTRACTOR

EXHIBIT A

CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease \$1,000,000 per Employee per Accident \$1,000,000 by Disease aggregate

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$5,000,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of this Contract, the Contractor shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Contractor's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by the City of the award of the Contract to the Contractor or termination of this Contract.

- The Contractor shall file proof of insurance meeting the requirements as set forth herein with the City. The Contractor shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and the City may terminate the Contract with the Contractor.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Contractor for any damages arising from the Contractor's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT C

CONTRACTOR'S FEES FOR SERVICES

EXHIBIT D

RECYCLABLE MATERIALS CHARACTERIZATION AUDIT

The initial characterization audit shall be conducted in _____ 2017. Subsequent characterization audits shall be conducted in _____ of each Contract Year. The Contractor, at the Contractor's sole expense, shall conduct characterization audits in accordance with the following:

**THE PROTOCOL TO BE AGREED UPON BETWEEN CITY AND CONTRACTOR PRIOR TO
AWARD OF CONTRACT.**

EXHIBIT E

RECYCLABLE MATERIALS REVENUE SHARE BASIS