



**Request for Proposals for Commercial and
Industrial Solid Waste
RFP 2024 – 07**

For the Period July 1, 2025 through June 30, 2029

**Mandatory Pre-Proposal Meeting February 10, 2025
10:00 AM**

City of Claremore - City Council Chambers

**Proposal Due February 28, 2025
2:00 PM**

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A. NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Claremore, Oklahoma, at the City of Claremore Finance Department, 104 South Muskogee Avenue, Claremore, Oklahoma 74017 until 2:00 p.m. CST on February 28, 2025, at which time proposals duly delivered and submitted will be considered for the Request for Proposals for Commercial and Industrial Solid Waste.

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

DELIVERY OF PROPOSALS

Any proposal received after the stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. No results will be read aloud when proposals are submitted to City.

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

Attention:City of Claremore Finance Department

“Request for Proposals for Commercial and Industrial Solid Waste **RFP 2024 – 07**”

Proposer’s Name

Contact Person and email address.

Proposer’s Address

Proposer’s Telephone Number

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for 10:00 a.m. CST, February 10, 2025, at City Council Chambers, 104 South Muskogee Avenue, Claremore, Oklahoma All vendors desiring to be considered for contracting with City for this service must attend the pre-proposal conference. Any vendor failing to attend the pre-proposal conference will be disqualified from consideration.

RIGHT TO REJECT

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

OKLAHOMA OPEN RECORD ACT

City is subject to the Oklahoma Open Record Act (“the Act”), a state law that may require City to make the information provided in response to this Request for Proposal available to the public upon request following award. If a proposer submits information to City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information and mark it as “CONFIDENTIAL” or ‘PROPRIETARY,” as may be applicable, within the proposal and on each page on which the information appears. In the event City receives a request for disclosure of information in any proposal that has been identified by the proposer as confidential or a proprietary trade secret, City will notify the proposer of such request. However, it shall be the sole responsibility of the proposer, at the proposer’s sole cost, to seek a court order preventing disclosure of such information to the public pursuant to the Act.

PROPOSER CONTACT WITH CITY

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

All requests for information will be made in writing to:

Jonah Humes, Public Works Director at Jonah.Humes@Claremore.com.

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

No gifts, lunches, or other gratuities will be accepted by City during the RFP process.

Vendors not complying with the above requirements will be disqualified from consideration.

INFORMATION CONTAINED IN THE RFP

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

PROPOSAL CONTENT AS BASIS FOR CONTRACT

The information contained in this RFP and in the selected proposal will be used as the basis for the resulting Contract. However, no contract shall exist between the successful proposer and City unless and until the agreement of the parties has been fully set forth in writing and signed by authorized representatives of the parties thereto. The City's proposed form of Contract is attached to this RFP in Appendix E. The proposer shall include any exceptions or proposed modifications to the proposed form of Contract in Proposal Tab 10.

SCHEDULE OR OTHER ADDENDUMS TO THE RFP

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

CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT

The successful Contractor shall be responsible to reimburse City for the development of this RFP and contract documents. **The estimated costs to be incurred by City are \$41,640, however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed.**

B. SCHEDULE OF ACTIVITIES

| | |
|-------------------------------|---|
| February 2, 2025 | RFP Released and Published |
| February 10, 2025, 10:00 a.m. | Mandatory Pre-proposal Meeting |
| February 18, 2025, 4:00 p.m. | Deadline for questions prior to proposal due date |
| February 28, 2025, 2:00 p.m. | Sealed proposals due |
| March 18, 2025, | Finalist interviews held. |
| March 19, 2025, | Recommendation to City Manager |
| April 7, 2025, | Council awards Contract to winning proposer. |
| May 1, 2025, | Educate Customer Base to Changes Begins |
| July 1, 2025, | New Contract Service Period begins. |

C. IMPORTANT INFORMATION TO PROPOSERS

INVITATION FOR PROPOSAL

City of Claremore invites sealed Proposals for:

- 1) Commercial dumpster collection
- 2) Permanent roll-off collection (open-top and compactors)

There are approximately 531 commercial containers serviced from two to six days per week, 392 Poly Carts from two to six days per week and an unknown quantity of roll-off hauls per month. An estimated quantity of Roll-Off hauls will be shown in the Appendix so that all submitted rates can be extended for comparison. There are approximately twenty-one (21) City Facilities to be serviced at no charge in Appendix A. The proposed scope of work is described in detail in this Request for Proposals.

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

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

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

- Selection of any Proposal
- Waiver any formality, technicality, or irregularity in Proposals received.
- Rejection of any Proposals which are not legible, not complete, or contain irregularities.
- Rejection of any Proposals not received on or before the due date and time specified.
- Rejection of all Proposals
- Seeking clarification from Proposers concerning Proposals

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

1. Properly and fully completed (in ink or type).
2. Signed on all pages where signatures are requested by an authorized contracting agent of the proposed with **each page of the RFP documents initialed and inserted within the Proposal.**
3. The Proposal shall be filed with the City of Claremore at City of Claremore Finance Department 104 South Muskogee Avenue, Claremore OK no later than 2:00 PM on February 28, 2025.

REQUIRED FORMAT OF PROPOSAL

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

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

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

PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

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

| Addendum Number | Date |
|-----------------|------|
| | |
| | |

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

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

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

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

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

Social Security or Federal Tax Identification Number: _____

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

Corporate Seal:

DECLARATION

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that it has complied in every respect with all requirements of this RFP, that the Proposer has read all appendices, and has satisfied itself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based on the Request for Proposal documents and appendices and draft Contract.

Firm/Corporation

Address

Name

Signature

Title

Date

PROPOSAL BOND

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

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

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Fax _____

Email _____

NON-COLLUSION AFFIDAVIT

STATE OF: OKLAHOMA

COUNTY OF: ROGERS

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

I state that:

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

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

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

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

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

Signature _____ Name: _____

Title _____

Sworn to and Subscribed before this ____ day of _____, 2025.

(Notary Public)_____

My Commission Expires: _____

AGREEMENT CANCELLATION

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

D. OVERVIEW

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on July 1, 2025 (the “Commencement Date”) and shall end on June 30, 2030 (the “Expiration Date”), unless otherwise terminated earlier as provided herein.

Extension Term. City may extend the Initial Term for one (1) additional five (5) year term (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by City to Contractor on or before July 1, 2029, to be effective.

CONDITIONS

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

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

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

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

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

The proposer must furnish a “Certificate of Authority” signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Oklahoma at the time of submission of the Proposal.

Agreements with the selected proposer will require the selected proposer to provide worker’s compensation insurance, commercial general liability, automobile insurance, and any other insurance that City’s Risk Manager may require. Such policies (except worker’s compensation must be endorsed to include City as an additional named insured, and all policies must be endorsed to waive subrogation against City. The

agreement with the selected proposer will also require indemnification of City, its officers, and employees by the selected proposer in form and substance satisfactory to City's Risk Manager and City Attorney's office.

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

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

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

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

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

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

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

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

DISCLAIMER

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

or rejected by City for any reason, or no reason, without any resulting liability to City and its advisors.

DISCOVERY

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

EXCLUSIVE COLLECTION AREA

Contractor shall have the exclusive right to provide all Commercial and Industrial solid waste collection services called for in this RFP within the Corporate City limits of City of Claremore.

CONTRACTOR RESPONSIBILITIES

City of Claremore (“City”) desires to contract for Commercial and Industrial solid waste services that will provide excellent customer service. City is looking for a Contractor with not less than five (5) years of experience providing Commercial and Industrial solid waste collection services in communities with a customer count similar in size to City’s customer base and capable of providing services that include, but are not necessarily limited to, the following:

- (1) Real-Time GPS Tracking Capability of collection vehicles
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- (3) Hours of Operation from 7 AM to 5 PM Central Time, Monday through Friday, 7 a.m. to 12 p.m. Saturday except for Thanksgiving, Christmas, and New Year’s Day. Hours of operation for Customer Service are Monday through Friday, 8 a.m. to 5 p.m.
- (4) Contact Person as primary contract responsible for City of Claremore Account
- (5) Vehicles used for collection with City at the time of commencement of the contract are not older than FOUR (4) years.

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

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Complying with applicable laws and regulations;
- (f) Performing all work in a timely, thorough, and professional manner;
- (g) Disposing of all collected MSW at a permitted MSW Landfill;

- (i). All wage increases for Contractor’s collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices,

availability of equipment, and other business risks that may affect the performance of this Contract; and

- (j) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

BACKGROUND INFORMATION

City currently provides Commercial and limited Roll-Off Collection services using Rear Load equipment and a combination of CUSTOMER – OWNED Rear Load Containers, and Poly Carts and 16-yard Roll-Off containers.

Roll Off Container hauling, for Temporary, Permanent and Compaction accounts is currently open market with the exception of the hospital accounts serviced by the City., but all Permanent Roll Off accounts will be awarded to the winner of this RFP, with the current hauling firms removing their equipment and cancelling contracts in conjunction with the start date of this new Contract.

City provides all Collection from Municipal Facilities and Special Events as described and with the frequency set forth in Exhibit “A;”

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

DEFINITIONS

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

“**Business Day**” means a day that is not a Saturday, Sunday, or Holiday.

“**City Facility**” means a property owned, leased, and/or operated by City.

“**Collection**” means the act of removing from a Customer’s property Waste in any form for transport to a Disposal Facility.

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

“**Commercial Unit**” means all commercial businesses and establishments, including, but not limited to, apartment complexes, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City. All Apartment Complexes that currently utilize dumpsters for collection will be considered Commercial Accounts in this new Contract.

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

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of MSW, Refuse, or Garbage, whether stationary or mobile.

“Construction and Demolition Debris” means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Commercial Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

“CPI” means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, published by the United States Department of Labor, Bureau of Labor Statistics (**“BLS”**); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.

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

“Customer” means the owner of a Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

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

“Disposal Facility” means a Class 1 Municipal Solid Waste landfill permitted by the Oklahoma DEQ identified in Contractor’s response to the RFP or such other permitted Municipal Solid Waste landfill as may be approved by City during the term of this Contract, which approval shall not be unreasonably withheld, delayed, or denied.

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

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

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

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

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

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

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

“Industrial Waste” means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological Waste, pathological Waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste” or “MSW” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

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

“Overage”: as to Commercial Units, any Waste located outside the Dumpster or equipment used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. Contractor shall have the right to take a digital photo of the Overage.

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

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

“Proposal Bond” means a corporate surety bond, or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.

“Refuse” means the same as Rubbish.

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

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

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

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

“Unit” means, collectively, Commercial Units, and Industrial Units.

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

E. EVALUATION AND AWARD CRITERIA

CITY COUNCIL AWARD

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

CRITERIA FOR EVALUATING PROPOSALS

Evaluation of proposals will consist of a review of the written proposals by judges selected by City Staff . Based on the results of the judge’s evaluation of the written proposals, interviews will be conducted with the top-rated proposer(s). On an as-needed basis, the reviewers may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc., and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

SCORING OF PROPOSALS

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

| Criteria | Percent of Total |
|--|------------------|
| Experience Providing Like-Services to Like-Sized Cities | 7% |
| Financial Strength of Proposer | 5% |
| Strength of Personnel at the Hauling Division | 3% |
| Operational Plan in Narrative Format | 10% |
| TRIR and DART Safety Scores | 3% |
| Transition Plan in Detailed Narrative Format | 20% |
| Customer Service, Reporting, the use of GPS & Support | 10% |
| Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract | 7% |
| Competitive Cost of Proposal | 35% |

F. SCOPE AND SERVICE SPECIFICATIONS

DESCRIPTION OF SERVICES

Public health and safety, as well as environmental protection, are of primary importance to City.

Services will include :

- 1) Commercial dumpster collection
- 2) Commercial Poly Cart collection
- 3) Permanent roll-off collection (open-top and compactors)

CART PLACEMENT FOR COLLECTION

It is City's intention to continue commercial cart collection at the same location as the customers have received in the past. Proposed exceptions to this approach should be clearly stated in Contractor's proposal.

Contractor shall not be required to collect any Waste not placed in the designated Cart or any Waste from a Cart that is overloaded by weight or volume.

HOLIDAY COLLECTIONS

The following shall be holidays for purposes of this contract: New Year's Day, Thanksgiving Day, and Christmas Day. In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

SMALL BUSINESSES GARBAGE COLLECTION

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

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

REAR LOADER AND FRONT-END LOADER CONTAINER COLLECTION

Prior to the beginning of the Contract, City will contact the Commercial businesses that own their own container to inform them of the process to follow regarding the removal of the container so that the Contractor can deliver a NEW container(s) to each site.

Contractor will have the option of providing a Rear Load dumpster or a Front Load dumpster to service each account. Pricing for Front Load service shall be the same, or less, as the prices submitted for Rear Load service.

Contractor will have the responsibility of ensuring that overhead clearance exists, and approach and backing clearances are adequate for the handling of Front Load containers where that option is selected for service.

Dumpsters will be standard metal Containers capable of being serviced by front load or rear load collection vehicles. Roll-off vehicles shall be compatible with compactor and open-top containers.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.

Contractor shall make at least two (2) weekly collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by City, provided, however, where the refuse is exclusively non-putrescible in nature, one weekly collection is permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 5:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.

Dumpsters (rear or front load)s supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Dumpsters (rear or front load) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years.

Contractor is responsible for removing graffiti from its Dumpsters (rear or front load). Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti within five (5) business days of notification.

Damage to Dumpsters (rear or front load) on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Dumpsters (rear or front load) damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Dumpster

(rear or front load) that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.

Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage.

Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

Contractor shall provide a general routing map to the City before the contract begins.

COMPACTOR UNITS

For those businesses that utilize Compactor Units, the Contractor shall provide for the collection and transport of the Compactor Unit. The purchase, lease, installation, maintenance, and repair of the Compactor Unit or any related parts or accessories are between Contractor and the property owner/manager. If a business wishes to rent a Compactor, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Proposal Tab 8.

EXCLUDED WASTE

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

CITY EVENTS AND FACILITIES

Contractor shall collect Garbage from Carts and Dumpsters (rear or front load) and Roll-Off containers at those City Facilities included in the Contract at the frequency and day(s) specified by City, Monday through

Friday. Contractor shall not be required to provide more than a daily collection per location. City has supplied information regarding Structures receiving Cart and Dumpster (rear or front load) service, the number and size of the Containers, and the collection frequency in Appendix A. The events and facilities are serviced at no charge. Those that will be serviced for a fee are indicated with a current rate in the appropriate column in Appendix A.

Contractor agrees to provide Dumpsters and/or Roll-Offs for Special Events in Appendix A. The type of equipment and frequency of collection may be adjusted as agreed to by City and Contractor. Any additional Special Events not listed in Appendix A or necessary increases in service to events listed in Appendix A will be serviced by Contractor at a charge.

G. COLLECTION EQUIPMENT

VEHICLE SPECIFICATIONS

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

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than FOUR (4) years (i.e., year model 2021 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

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

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

Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection.

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

City retains the right to inspect Contractor's collection equipment to audit the age and condition of the fleet at any time during the Contract. City will contact the Contractor to arrange for an inspection so that route collection times are not affected.

VEHICLE MAINTENANCE AND INVENTORY

Contractor shall provide with the proposal a complete inventory showing each vehicle (type, capacity, approximate age) to be used for performing the Contract, which vehicles shall conform to specifications set forth in Vehicle Specifications. No later than 30 days before the commencement of services under the

Contract, Contractor shall confirm and verify the inventory provided with the proposal documents. Upon approval of City, Contractor may change equipment from time to time and shall revise the inventory accordingly. Contractor shall provide City with the revised inventory within one (1) week of any changes. Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

SUPPLYING GARBAGE CARTS

Contractor shall supply and maintain all Commercial garbage carts. Carts supplied by Contractor will be **NEW** at the commencement of this contract. Contractor will be responsible for responding to requests from and delivering Carts to Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than two (2) business days after notice from City. Used Carts must be cleaned prior to reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

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

Should a Cart be lost or stolen from a Commercial Unit, the Customer is to obtain a replacement Cart by contacting Contractor directly. The replacement Cart will be new. Where a replacement Cart is new, Contractor shall assess a charge (Tab 8) to the Customer, which the Customer is obligated to pay. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

Contractor will be responsible for maintaining all Carts in good working order. Contractor shall be responsible for the repair and/or replacement of all Carts, including the purchase of additional Cart inventory as needed, except for replacement required by Customer negligence. Contractor will be reimbursed for the cost of a replacement Cart, and delivery of the same when damage is a result of the negligence of the Customer.

SUPPLYING DUMPSTERS FOR COLLECTION

Prior to the beginning of the Contract, Contractor shall provide **NEW** Dumpsters (rear or front load) and Roll-Off containers for Garbage Collection to all Facilities receiving Dumpster (rear or front load) or Roll-Off collection service under the Contract. Dumpsters (rear or front load) will be standard Containers capable of being serviced by front load or rear load collection vehicles, and/or roll-off vehicles compatible with compactor units as indicated in Appendix A.

DUMPSTER (REAR OR FRONT LOAD) and ROLL-OFF STANDARDS

Dumpsters (rear or front load) supplied by Contractor shall be painted a uniform color, bear the name and telephone number of Contractor, and bear a serial number coded for Container size. Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by City.

DUMPSTER (REAR OR FRONT LOAD) INSTALLATION AND MAINTENANCE FOR CITY FACILITIES

Each Dumpster (rear or front load) is subject to inspection by City and approval as to appearance and condition before placement at any facility.

A Dumpster (rear or front load) shall be reconditioned and repainted, if necessary, before being supplied to a City facility that has not used it earlier. If City so requires, a Dumpster (rear or front load) shall be cleaned or repainted within thirty (30) days of delivery of a written request by City.

If appropriate to serve City's needs and/or locations, City may require Contractor to install and service a Dumpster (rear or front load). City may also require Contractor to equip a Dumpster (rear or front load) with plastic lids.

DUMPSTER (REAR OR FRONT LOAD)S REPAIR OR REPLACEMENT

Damage to Dumpsters (rear or front load) on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Dumpsters (rear or front load) damaged due to Contractor's negligence. Contractor shall repair or replace within one business day any Dumpster (rear or front load) that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

H. TRANSITION PLAN

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

The proposed Transition Plan is of critical importance to City.

The Transition Plan is located in Tab 7.

In the Transition Plan, Proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach including equipment, personnel, and a schedule for delivering carts, removing existing dumpsters, delivering new dumpsters and roll-off containers to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customer.
- C. A detailed schedule for the transition.
- D. Proposed strategies for customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days prior to the initiation of service.

A final schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract.

I. COMMUNICATION AND MEETINGS

POINT OF CONTACT

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

CONTRACTOR'S OFFICE

Contractor shall maintain an office or other facilities through which they can be contacted equipped with sufficient telephones having local phone numbers. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 5:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

Customer complaints shall be directed to Contractor. Contractor shall notify City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email to City a recap of the day's complaints from Commercial, or Industrial Customers.

The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue.

Missed pick-ups from one day shall be reflected in the next day's complaint report indicating that collection was made.

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

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

CUSTOMER GRIEVANCES

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in a meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

NEWSWORTHY AND EMERGENCY NOTIFICATIONS

During the term of the Contract, there may be activities or circumstances, positive or negative, involving Contractor's business that could be newsworthy. Likewise, Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact City Manager or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to City; any news coverage or

sudden event that is reasonably anticipated to result in citizen phone calls to City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

J. REPORTING

Contractor shall be required to provide the following reports or notifications to City Manager or his designee in addition to daily reports. Report formats will be mutually agreed to by Contractor and City.

MONTHLY REPORTS

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

Monthly Reports must contain at least the following information:

- 1) Number of Commercial facilities served.
- 2) Monthly tonnages by each category of service
 - Commercial
 - Roll Off
- 3) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the month while providing services under the Contract.
- 4) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- 5) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.

K. COMPENSATION

PAYMENTS TO CITY

Commercial Customer Billing. Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units. City shall not be obligated to pay Contractor for Commercial Collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the tenth (10th) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

Contract Fee. Contractor shall pay to City a Contract Fee equal to ten percent (10%) of all amounts paid by Commercial and Industrial Customers within the City to whom Contractor provides Services pursuant to the authority granted by this Contract ("the Contract Fee"). The Contract Fee constitutes a payment to

City for the right of Contractor to use City's streets, alleys, and rights-of-way in providing the services described in this Contract.

Contractor shall have the right to pass the Contract Fee through to Customers, provided the amount of the Contract Fee passed through to each Customer does not exceed ten percent (10%) of the amounts billed to the Customer excluding any state and local sales and use taxes. Contractor shall pay the Contract Fee to City as follows:

- (a) Contract Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Contract Fees to City not later than October 30, 2025, for payments received by Contractor during the month of September 2025 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Contract Fees after the termination of this Contract for any and all services provided prior to the termination of this Contract. City may, at its sole option, deduct from the amount due and payable to Contractor any Contract Fee amounts if Contractor fails to pay the Contract Fee on or before the 15th day after such payment is due. Contract Fees shall be due and payable on all services provided by Contractor within the City pursuant to this Contract regardless of Contractor's failure to elect to pass through the cost of the Contract Fee to Customers.

LIQUIDATED DAMAGES

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor. The Contract shall provide that City may charge Liquidated Damages to Contractor in accordance with the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event Contractor wishes to contest any Liquidated Damages assessment, Contractor will be authorized to request in writing a meeting with City Manager or his designee to attempt to resolve the issue. In the event Contractor wishes to contest a decision by City Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that City Manager or his designee requests a hearing date before City Manager to present its defense to such assessment. City Manager will notify Contractor in writing of any action taken concerning Contractor's claims.

SUMMARY OF LIQUIDATED DAMAGES

City may assess liquidated damages to Contractor as follows:

1. **Missed collection**: \$100 per missed collection over five (5) missed commercial collections per day. A missed collection occurs when a customer reports a missed collection, and Contractor cannot provide data demonstrating collection vehicle serviced the container on day of the complaint.
2. **Failure to correct a missed collection** within 24 hours of notice of the complaint: \$100 per occurrence per day.
3. **Commencement of commercial collection** within 500 feet of a resident prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence
4. **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 for each incident

5. **Failure to clean up spilled Solid waste**, resulting from Contractor loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250 per impacted address).
6. **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
7. **Failure to submit an accurate Monthly report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
8. **Failure to return carts** and containers to approximately the original collection location: \$50 for each incident, for each affected address.
9. **Failure to begin services** on or after the commencement date: \$ 3,000 per calendar day.
10. **Failure to deliver or replace carts for any reason within two (2) business days of notification** \$50 per incident per affected address.

MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until July 1, 2026. Commencing on July, 2026, continuing annually on each anniversary date of the Commencement Date of this Agreement, upon ninety (90) days' notice to City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). The Annual Increase shall not exceed five percent (5%).

REGULATORY RATE ADJUSTMENT

Contractor may petition City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City customers. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to City.

DEFENSE OF SUITS

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

OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

INDEMNITY

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

PERFORMANCE BOND

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

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

L. REQUIRED INSURANCE

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

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

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

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

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

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance.
- (b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
- (c) No insurance policy shall not be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

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

M. TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? (**Minimum experience required – 5 years in business with accounts of similar size**) Under what other or former names has your organization operated?

2. How many years of experience does your organization have in the collection and disposal of commercial garbage, either Rear Load, Front Load or Roll-Off?

3. Identify a minimum of FIVE (5) similar contracts that your organization has been awarded by municipal governments in Oklahoma in the last five years. If no contract is for Commercial or Industrial collection only, submit a list of FIVE (5) contracts where Residential AND Commercial/Industrial accounts are for a City of like size.

The list should reflect:

- A. The name of the municipality and home count, dumpster count and roll-off hauls count
- B. The person to contact for reference information and that person's phone.
- C. The date the contract expires.
- D. The annual dollar value of the contract

4. For any contracts in Oklahoma, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?

5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with an Oklahoma governmental entity? If so, name the parties, case number, the court in which such suit(s) is/are filed, and the nature and present status of any proceeding described above.

6. Has your organization been a defendant in any lawsuit or request for arbitration or mediation filed by a Municipality concerning a contract for such services within the last five (5) years? If so, state the case number, names of the parties, the court in which the suit(s) is/are filed, and the present status of any such proceeding.

7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify all subcontractors proposed to be used under this Contract. Provide the name, location, and contact information for each subcontractor.

9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

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

Proposal Form 3-A - Certification of Disposal Facility

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

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

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

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

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

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

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

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

Proposal Tab 4 - Experience of Personnel – Local Hauling Operation

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

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

Name: _____

Position: _____

- A. List the individual's industry training and/or certifications attained.
- B. Provide a detailed record of the individual's operational experience indicating at least five years of experience in the collection of refuse, either for a municipality or other government entity.
- C. Where appropriate, describe the individual's experience in hiring and training the workforce to perform the work.

Proposal Tab 5 – Equipment

No Vehicle used in servicing this Contract shall be more than four (4) years old as of August 1, 2025, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for City of Claremore for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on City's streets.

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

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

Commercial Collection

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

Roll-Off Container Collection

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

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

Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How Contractor intends to provide service for the normal collection of Commercial and Industrial garbage. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's procedures to be used by City to schedule and assure reliable container delivery for new locations and special event collections.
3. Describe in detail Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events: spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to City, regulatory agencies, emergency response teams, etc.
4. Describe in detail Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to City, law enforcement, regulatory agencies, emergency response teams, etc.
5. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. Include all Oklahoma Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
6. **Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the division that will be responsible for the collection activity in City.** These scores will allow the scoring committee to compare your firm's injury rates to other firms in the same business, in the same locale.
TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.
DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.

Proposal Tab 7 – Transition Plan in Narrative Format

In the Transition Plan, Proposer must describe the following:

Individual or group of individuals that will oversee the execution of the Transition Plan.

The proposed approach, including equipment, personnel, and schedule, for delivering Carts, dumpsters, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).

Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

Rear Load Transition : The City will inform the customer that their current container will no longer be used and will be replaced with a new container to be provided by the Contractor.

If the customer opts to have the Contractor remove the existing container for salvage, the Contractor shall have a one-time fee to provide this service (rate for the service is in Proposal Tab 8).

Provision for Front Load services: After the Contractor visits the stops (listed on Pages 54 and 55) that use many containers and have a frequent collection schedule, Contractor shall indicate which of these accounts they recommend switching to Front Load Container service and what size and frequency Contractor will offer to provide.

The Customer is not obligated to make the transition and may opt to keep the existing Rear Load service.

Provision for Roll-Off services: Contractor shall indicate the service recommendation for the Hospitals utilizing roll-off equipment and possibly a Compactor unit. Contractor is not obligated to provide service with a 16-yard container but shall state how this service will be rendered.

All existing Permanent Roll-Off service will be handled by the Contractor with existing containers to be removed by the current hauler (unless the current hauler wins the RFP).

Proposal Tab 8 – Rates and Services

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

Important Note: All Fees submitted for Commercial, and Industrial services, will *include* the 10% contract fee- For Commercial and Industrial services, Contractor will add the “contract fee” to the Contractor’s bill to the Customer, and remit the “contract fee” to City.

Important Note: All Fees Submitted include the “contract fee” and include disposal costs.

Rates reflect all charges that will be assessed.

One time per Customer Charge to remove current Rear Load Container and take to salvage yard for scrap.
\$ _____ per container.

COMMERCIAL REAR LOAD RATES

| Size | 1x | 2x | 3x | 4x | 5x | 6x | extra p/up |
|--------|----|----|----|----|----|----|------------|
| 2 yard | | | | | | | |
| 3 yard | | | | | | | |
| 4 yard | | | | | | | |

COMMERCIAL FRONT LOAD RATES

| Size | 1x | 2x | 3x | 4x | 5x | 6x | extra p/up |
|--------|----|----|----|----|----|----|------------|
| 2 yard | | | | | | | |
| 3 yard | | | | | | | |
| 4 yard | | | | | | | |
| 6 yard | | | | | | | |
| 8 yard | | | | | | | |

Locks (fee per collection per container) _____

Enclosures (fee per collection per container) _____

ROLL-OFF CONTAINERS
NO "TBD" ENTRIES ACCEPTED

Important Note: All Fees Submitted include the contract fee.

Rates reflect all charges that will be assessed.

Roll-Off – Temporary- EXCLUSIVE TO CONTRACTOR

Relocate/Block Fee _____

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|----------------|-----------------|---------------------|------------------|--------------------------|
| 20 yard | | | | |
| 30 yard | | | | |
| 40 yard | | | | |

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

Relocate/Block Fee _____

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|----------------|-----------------|---------------------|------------------|--------------------------|
| 20 yard | | | | |
| 30 yard | | | | |
| 40 yard | | | | |

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

Wash Out Fee _____

| | Monthly Rental | Haul Rate | Disposal per Ton* |
|-------------------------------------|-----------------------|------------------|--------------------------|
| 30 yd SC** | | | |
| 35 yd SC** | | | |
| 40 yd Receiving Container*** | | | |

* Submit a flat rate for each ton (**not a discounted rate for initial tons, with an increase in rates for tons over a certain amount**)

** On Self-Contained Compactor units, show the Monthly Rental as the fee per month for the compacting /container unit.

Proposal Tab 9 – Customer Service and GPS

List Contractor's procedures and the amount of time to promptly respond to and resolve problems that are communicated to Contractor by Customers or by City.

Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to City regarding these issues.

Describe quantity of personnel that man the Contractor's Call Center and if any additional personnel will be added for the Claremore contract.

Proposal Tab 10 –Exceptions or Modifications to the Contract

N. APPENDICES

APPENDIX A: City Facilities At No Charge

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

| Building | Address | Service | Frequency |
|--|---------------------------|---------------------|-----------|
| City Parks Dept | 512 N. Owalla Ave. | 1-3 yd | 2 x week |
| City Parks Dept. Pecan Park | 1000 W. Blue Starr Dr. | 2-2 yd | 2 x week |
| City Parks Dept. | 713 W. Ramm Rd. | 1-2 yd | 2 x week |
| City Parks Dept Lake Office | 1410 Mickey Perry Ln | 1-2 yd | 2 x week |
| City Parks Dept Powers Park-Soccer Field | 2700 N. Sioux Ave | 4-2 yd | 2 x week |
| City Parks Dept Community Center | 2301 N. Sioux Ave | 1-2 yd | 2 x week |
| City Parks Dept | 2500 N. Sioux Ave | 1-2 yd | 2 x week |
| City Hall/Fire Station 1 | 104 S Muskogee Ave | 1-3 yd | 3 x week |
| City Electric Dept | 724 W. Ramm Rd. | 1-2 yd & 1- 3 yd | 3 x week |
| Parks Dept | 724 W. Ramm Rd. | 2-2 yd | 2 x week |
| Will Rogers Library | 1515 N. Florence Ave | 1 Polycart | 2 x week |
| Water Treatment Plant | 1450 E. Blue Starr Drive | 2-2 yd & 1-3 yd | 2 x week |
| Water Treatment Plant | 1500 S Choctaw Ave | 1-3 yd | 4 x week |
| Cemetery | 310 S. Nome Ave | 1 Polycart & 1-3 yd | 2 x week |
| Fleet Maintenance | 801 W. Ramm Rd | 1-2yd | 2 x week |
| Animal Control | 815 W. Ramm Rd. | 1-3 yd | 2 x week |
| Rec Center | 595 Veterans Parkway | 1-3 yd | 2 x week |
| Police Department | 201 W. 1 st St | 1-3 yd | 2 x week |
| Fire Station 2 | 1601 W. Will Rogers Blvd | 1 Polycart | 2 x week |
| Fire Station 3 | 102 E. Stuart Roosa Dr. | 1-2yd | 2 x week |
| Expo Center | 400 Veterans Parkway | 9-2 yd | 2 x week |

APPENDIX B Performance Bond Form

STATE OF OKLAHOMA §
COUNTY OF ROGERS §

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

WHEREAS, the Principal has entered into a certain written contract with City, dated the__ day of _____, 2025, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2025.

_____ Principal
Surety

By _____

Title _____

Address _____

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

APPENDIX C: Commercial Container and Roll-Off Matrices

| Size | 2x | 3x | 4x | 5x | 6x |
|----------|-----|----|----|----|-----|
| 2 yd | | | | | |
| Quantity | 188 | 30 | 17 | 7 | 123 |
| 3 yd | | | | | |
| Quantity | 67 | 41 | 6 | 5 | 46 |
| 96 Cart | | | | | |
| Quantity | 392 | | | | |

The following stops should be investigated for the possibility of replacing the REL containers with larger, but fewer FEL containers with possible reduced frequency.

| Account | Address | Qty | Size | Fqcy |
|--------------------------------------|------------------------------|-----|----------------------------|------|
| ATWOODS RANCH & HOME | 1955 W COUNTRY CLUB | 1 | 1 2-yd dumpster | 6 |
| CLAREMORE CHILDREN'S CENTER | 1220 REAVIS | 1 | 3-yd dumpster | 6 |
| VERDIGRIS VALLEY SOD FARMS | 1050 W LOWRY Rd | 5 | 5 - 2yd dumpsters | 2 |
| MAIN STREET TAVERN | 116 N MISSOURI Ave | 3 | 3 2-yd dumpsters | 4 |
| TACO BUENO | 1210 W WILL ROGERS Blvd | 2 | 2 2-yd dumpsters | 6 |
| BUDDERFLY, INC DBA SC FOOD GROUP LLC | 1760 S LYNN RIGGS Blvd | 2 | 2 3-yd dumpsters | 6 |
| LAKESHORE APTS | 1104 N WILLOW PI OFFIC | 7 | 7 dumpsters | 2 |
| ROGERS STATE UNIV/PHYS PLANT | 1701 W WILL ROGERS Blvd | 24 | 20 2-yds, 4 3-yd dumpsters | 6 |
| TACO TICO | 905 N LYNN RIGGS Blvd | 1 | 1 2-yd dumpster | 6 |
| THRIFT HARBOR | 316 W WILL ROGERS Blvd | 1 | 1 2-yd dumpster | 6 |
| DAYLIGHT DONUTS | 813 W WILL ROGERS Blvd | 1 | 1 2-yd dumpster | 6 |
| MOHAMMED ZEIDAN | 928 W WILL ROGERS Blvd | 1 | 1 2-yd dumpster | 6 |
| PETSENSE LLC #238 | 506 S LYNN RIGGS BLV # TRASH | 2 | 2 2-yd dumpsters | 4 |
| N & J REAL PROPERTIES | 1331 W WILL ROGERS Blvd | 1 | 1 2-yd dumpster | 6 |
| SUBWAY OF CLAREMORE #1 | 1212 W WILL ROGERS Blvd | 1 | 1 2-yd dumpster | 6 |
| CLAREMORE SCHOOL/MAINT | 321 N OWALLA Ave | 3 | 3 2-yd dumpsters | 2 |
| RB AMERICAN GROUP, LLC. | 850 W WILL ROGERS Blvd REFUS | 2 | 2 3-yd dumpsters | 5 |
| DUNLAP-RIGGS BODY SHOP | 407 W 5TH St | 2 | 2 2-yard dumpsters | 6 |
| MELTON SALES INC. | 211 N MISSOURI Ave | 2 | 2 2-yd dumpsters | 6 |

| | | | | |
|--------------------------------|--------------------------------|---|-------------------------|---|
| MELTON SALES INC | 121 N LYNN RIGGS Blvd | 2 | 2 2-yd dumpsters | 6 |
| CHURCH AT CLAREMORE | 1055 W BLUE STARR Dr | 4 | 4 2-yd dumpsters | 2 |
| EL CHARRO MEXICAN REST | 1750 S LYNN RIGGS Blvd | 2 | 2 2-yd dumpsters | 6 |
| CITY PARK DEPT | POWERS PARK SOC | 4 | 4 2-yd dumpsters | 2 |
| CHEROKEE NATION HOUSING SERVIC | 202 E STUART ROOSA Dr HSMTR | 2 | 2 dumpsters | 6 |
| WILL ROGERS MOTOR CT | 940 S LYNN RIGGS Blvd | 2 | 2 2-yd dumpsters | 6 |
| U S POST OFFICE | 400 W 9TH St | 2 | 2 2-yd dumpsters | 6 |
| CLAREMORE SCHOOL/CENTRL UP-ELE | 101 W 11TH St | 2 | 2 2-yd dumpsters | 6 |
| NABATAK, INC | 200 MAIDEN Ln BAIT | 2 | 2 2-yd dumpsters | 6 |
| ROGERS CO COURT HOUSE | 200 S LYNN RIGGS Blvd | 2 | 2 2-yd dumpsters | 6 |
| MAZZIOS PIZZA | 1504 W WILL ROGERS Blvd | 2 | 2 2-yd dumpsters | 6 |
| DUTCH BROS LLC | 1405 W WILL ROGERS Blvd | 2 | 2-yd | 6 |
| TACO BELL #003985 | 1201 W WILL ROGERS Blvd | 2 | 2-yd | 6 |
| THE RIB CRIB BBQ INC | 1736 S LYNN RIGGS Blvd # TRASH | 3 | 3-yd dumpster | 4 |
| CHILI'S #775 | 1900 S HIGHWAY 66 REFUS | 2 | 2 3-yd dumpsters | 6 |
| KUM & GO L.C. | 1035 E WILL ROGERS Blvd | 2 | 2 3-yd dumpsters | 6 |
| COTTI FOODS MIDWEST, INC | 1301 W WILL ROGERS Blvd | 2 | 3-yd | 6 |
| KUM & GO | 1302 W WILL ROGERS Blvd | 2 | 3-yd | 6 |
| WILL ROGERS HOUSING | 524 W WILL ROGERS Blvd 400/M | 3 | 3 2-yd dumpsters | 6 |
| OK CARL'S JR #1675 | 611 W PATTI PAGE Blvd | 3 | 3 2-yd dumpsters | 6 |
| WHATABURGER REST.LLC | 1410 S LYNN RIGGS Blvd | 3 | 3 3-yd dumpsters | 6 |
| KUM & GO #840 | 1100 N LYNN RIGGS Blvd | 3 | 3 3-yd dumpsters | 6 |
| SONIC DRIVE IN | 1328 W WILL ROGERS Blvd | 3 | 3-yard | 6 |
| CLAREMORE CINEMA 8 | 1407 W COUNTRY CLUB Rd | 3 | 3 3-yd, 1 2-yd dumpster | 3 |
| CLAREMORE SCHOOL/MID-HIGH | 1910 N FLORENCE Ave | 4 | 4 2-yd dumpsters | 6 |
| CLAREMORE SCHOOL/ROOSA | 2001 N SIOUX Ave | 4 | 4 2-yd dumpsters | 6 |
| MILAM -GMC LIMITED PARTNERSHIP | 1302 N WILLOW Dr | 4 | 4 2-yd dumpsters | 6 |
| CLAREMORE SCHOOL/HIGH SCHOOL | 1910 N FLORENCE Ave PRIMA | 4 | 4 2-yd dumpsters | 6 |
| HARPS FOODS STORES, INC | 322 N LYNN RIGGS Blvd | 4 | 4 2-yd dumpsters | 6 |
| MCDONALDS CORP/#6231 | 1220 W WILL ROGERS Blvd | 4 | 2-yd | 6 |

| | | | | |
|---|-----------------------------|---|-----------------------------------|---|
| CLAREMORE SCHOOLS/CATALAYAH | 2700 KING Rd | 4 | 2-yard | 6 |
| ROGERS COUNTY JAIL | 201 S CHEROKEE Ave # HIGH | 2 | 2-YARD | 6 |
| WORK TRAINING CENTER | 2112 EL ANDERSON Blvd | 3 | 1 2-yd, 2-3yd dumpsters | 5 |
| CLAREMORE NURSING HOME INC | 920 E 16TH St | 5 | 5 2-yd dumpsters | 6 |
| CLAREMORE SCHOOL/JR HIGH | 1915 N FLORENCE Ave | 5 | 5 2-yd dumpsters | 6 |
| BRAUM'S ICE CREAM STORE | 1770 S LYNN RIGGS Blvd ELEC | 5 | 5 3-yd dumpsters | 6 |
| BRAUM'S, INC | 900 N LYNN RIGGS Blvd ELEC | 5 | 5 3-yd dumpsters | 6 |
| SAFENET SERVICES | 106 N CHEROKEE Ave | 2 | 2 2-yd dumpsters | 6 |
| EMERALD CARE CENTER CLAREMORE | 2800 N HICKORY St | | 1 2-yd, 2-3yd dumpsters | 6 |
| BJEKC JOURNEY LLC (DBA CHICK-FIL-A CLAREMORE) | 664 S LYNN RIGGS BLV | 3 | 2 3-yd, 1 2-yd dumpster | 6 |
| CLAREMORE SCHOOL/CLAREMONT | 8TH N CHOCTAW Ave | 4 | 3 2-yd, 1 3-yd dumpsters | 6 |
| CLAREMORE SCHOOL/WESTSIDE | 2600 HOLLY Rd | 4 | 3 2-yd dumpsters, 1 3-yd dumpster | 6 |
| CITY SMG EXPO/HORSE BARN | 400 VETERANS Pkwy EXPO | 9 | 2-yd | 2 |
| NICHOLS MGT INC DBA MCDONALD'S | 1710 S LYNN RIGGS Blvd | 5 | 1 3-yd, 4 2-yd dumpsters | 6 |
| PIZZA HUT | 600 S LYNN RIGGS Blvd | 5 | 1 3-yd, 4 2-yd dumpsters | 6 |

Roll-Off Matrix – Permanent

| | Ton | Quantity Hauls |
|--------------------|------------|---------------------------|
| 20 yard | 5 | 4 |
| 30 yard | 6 | 4 |
| 40 yard | 3 | 6 |

Current Roll-Off Matrix – Compactor

| | Avg. # Hauls/month | Avg. # Tons/Haul | Haul Rate | Disposal | Quantity |
|---------------------------------|-------------------------------|-----------------------------|------------------|-----------------|-----------------|
| 30 yd SC | | | | | |
| 35 yd SC | | | | | |
| 40 yd Rec. Container | | | | | |

APPENDIX D: Commercial Tonnage

| MONTH | COMMERCIAL |
|------------------|-------------------|
| JANUARY | 615 |
| FEBRUARY | 563 |
| MARCH | 609 |
| APRIL | 692 |
| MAY | 761 |
| JUNE | 593 |
| JULY | 699 |
| AUGUST | 613 |
| SEPTEMBER | 667 |
| OCTOBER | 554 |
| NOVEMBER | 636 |
| DECEMBER | 636 |
| TOTALS | 636 |

APPENDIX E: Municipal Solid Waste Collection, Transportation and Disposal Contract (Commercial and Industrial)

This **Solid Waste Collection, Transportation and Disposal Contract** (“**Contract**”), is entered as of the Effective Date by and between the **City of Claremore** (hereinafter called “**City**”), an Oklahoma home rule municipality, and _____ (hereinafter called “**Contractor**”), a _____ Corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “**Parties**” and individually as “**Party**.”)

RECITALS

WHEREAS, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Commercial and Industrial Solid Waste; and

WHEREAS Contractor is engaged in the business of collection of Solid Waste and is familiar with City’s requirements and its Solid Waste Services; and

WHEREAS, City has determined Contractor to be qualified to provide Solid Waste collection, transportation, and disposal service upon the terms and conditions and for the consideration set forth in this Contract; and

WHEREAS, City has determined through a competitive process that Contractor provides the best value for Solid Waste Services for City’s businesses; and

WHEREAS City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of commercial and industrial garbage and trash, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Contract; and

WHEREAS Contractor desires to operate and maintain the service of collection and transportation of commercial and industrial garbage and trash, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Contract.

WHEREAS Contractor has agreed to reimburse City for the development of the RFP and other Contract Documents in accordance with Section 8.1(f) of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

I. GRANT OF CONTRACT; TERM

1.1 Grant of Contract. To the extent allowed by law, City hereby grants to Contractor:

- (a) The sole right, duty, and privilege within City’s Limits to conduct business for the purpose of collection, transportation, and disposal of Commercial and Industrial Waste Materials and Construction and Demolition Debris during the Term of this Contract from all Commercial Units and Industrial Units located within City’s incorporated limits and those areas within the City’s extra-territorial jurisdiction as further described in this Agreement and in the Request for Proposals for Commercial and Industrial Solid Waste RFP 2024-07 (the “RFP”); with the exceptions listed below; and
- (b) The sole right, duty, and privilege to collect Waste Materials during the Term of this Contract from all City Facilities.

1.2 Initial Term. The Initial Term of this Contract shall commence on July 1, 2025 (the “**Commencement Date**”) and shall end on June 30, 2030 (the “**Expiration Date**”), unless otherwise terminated earlier or extended as provided herein.

1.3 Extension Term. City may extend the Initial Term for one (1) additional five (5) year term (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by City to Contractor on or before July 1, 2029, to be effective.

II. DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different meaning:

“**Business Day**” means a day that is not a Saturday, Sunday, or Holiday.

“**City Facility**” means a property owned, leased, and/or operated by City.

“**Collection**” means the act of removing from a Customer’s property Waste in any form for transport to a Disposal Facility.

“**Collection Area**” means that portion of the City in which Contractor provides collection Services as described in this RFP.

“**Commercial Unit**” means all commercial businesses and establishments, including, but not limited to, apartment complexes, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City. All Apartment Complexes that currently utilize dumpsters for collection will be considered Commercial Accounts in this Contract.

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

“**Compactor Unit**” means a mechanical unit that receives, compacts, and reduces the volume of MSW, Refuse, or Garbage, whether stationary or mobile.

“**Construction and Demolition Debris**” means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Commercial Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior,

gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

“**CPI**” means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, published by the United States Department of Labor, Bureau of Labor Statistics (“**BLS**”); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection Services in the United States.

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

“**Customer**” means the owner of a Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the Services provided by Contractor under the Contract.

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

“**Disposal Facility**” means a Class 1 Municipal Solid Waste landfill permitted by the Oklahoma DEQ identified in Contractor’s response to the RFP or such other permitted Municipal Solid Waste landfill as may be approved by City during the term of this Contract, which approval shall not be unreasonably withheld, delayed, or denied.

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

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

“**Garbage**” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

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

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

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

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

“Industrial Waste” means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological Waste, pathological Waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste” or “MSW” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris.

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

“Overage”: as to Commercial Units, any Waste located outside the Dumpster or equipment used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. Contractor shall have the right to take a digital photo of the Overage.

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

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

“Proposal Bond” means a corporate surety bond, or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.

“Refuse” means the same as Rubbish.

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

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-

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

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

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

“Unit” means, collectively, Commercial Units, and Industrial Units.

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

III. RATES

3.1 Base Rates. For the Services provided by Contractor pursuant to this Contract, Contractor is authorized to charge the rates set forth on Exhibit A attached hereto and incorporated herein by reference (**“Base Rates”**). The Base Rates are subject to adjustment from time to time as provided in Section 3.2., below.

3.2 Modification of Rates. Base Rates charged by Contractor for Services will remain fixed and will not be adjusted until July 1, 2026. Commencing on July 1, 2026, and continuing annually on the first day of each Contract Year thereafter, Contractor may adjust the Base Rates (each an **“Annual Adjustment”**), subject to the following:

- (a) Not later than the later of (i) April 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Contract Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the **“Adjustment Notice”**);

- (b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
 - (1) The percentage increase in the CPI for the twelve-month period ending on the March 30th immediately prior to the effective date of the Annual Adjustment; or
 - (2) Five Percent (5%) of the then-current Base Rates.
- (c) If the percentage change in the CPI for the twelve-month period ending on the March 30th before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Contract Year.
- (d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Contract Year; and
- (e) If no Annual Adjustment is applied to a Contract Year following Contractor's failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Contract Year shall continue to be based on the percentage change in CPI for the twelve-month period ending on the March 30th prior to the first day of the next Contract Year (i.e., there is not "catch-up" for the missed increase).

3.3 Regulatory Rate Adjustment. Contractor may petition City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations outside of Contractor's reasonable control, including, but not limited to new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City customers. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to City.

IV. SERVICE SPECIFICATIONS

4.1 General/ Service Contracts. The work to be performed by Contractor pursuant to this Contract consists of collection, transportation, and disposal, at its own expense, of Waste Materials collected from Commercial Waste and Industrial Waste Units, within the corporate limits of City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.

4.2 Small Businesses Garbage Collection. Collections from all Small Business Garbage Generators utilizing 95-gallon Carts provided by Contractor shall be performed at least twice weekly. Within the Collection Area, the collection days shall adhere to a schedule approved by City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week. Contractor is not responsible for collecting Carts weighing over 170 pounds. Contractor shall be responsible for providing notice first to the customer and then to City staff if they believe the Cart is not prepared and/or located in an area accessible to the collection vehicle. However, City shall be the sole and final judge as to such conditions and locations.

4.3 Rear Loader and Front End Loader and Roll Off Container Collection.

- (a) Prior to the beginning of the Contract, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. Dumpsters and roll-off containers will be standard Containers capable of being serviced by rear load or front load collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.
- (b) Contractor is not required to collect from Dumpsters or Roll-Off containers if access across the Customer's private property is blocked.
- (c) Establishments generating putrescible waste materials will receive a minimum of two (2) days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate Services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one (1) weekly collection is permitted.
- (d) Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.
- (e) Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.
- (f) Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.
- (g) Contractor nor City shall be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the Services in the Contract.
- (h) Dumpsters supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Dumpsters placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Dumpsters. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.
- (i) Damage to Dumpsters on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.
- (j) Contractor shall be responsible for the repair of all Contractor Dumpsters damaged due to the Contractor's negligence. Contractor shall repair or replace within one (1) business day

any Dumpster that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

- (k) No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.
- (l) Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the dumpster within that enclosure.
- (m) Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

4.4 Dumpsters-Generally.

- (a) Prior to the Commencement Date, Contractor shall provide New Dumpsters, New Roll-Offs and, if applicable, New Compactor Units, to all Commercial and Industrial Units receiving collection service under the Contract.
- (b) Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.
- (c) Dumpsters shall be painted a uniform color, bear Contractor's name and telephone number, and bear a serial number coded for Container size.
- (d) Dumpsters placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years, upon Customer or City request.
- (e) Contractor-Owned Roll-Off Compactor containers shall be steam cleaned or changed out, at least once each year or as directed by City for an agreed-upon fee between the Customer and Contractor.
- (f) Dumpsters shall be located on the Customer's property at a location approved by the City Manager and convenient for collection by Contractor. The City Manager, whose decision shall be final and binding, shall mediate any disagreements over Dumpster placement and collection.
- (g) Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.

4.5 Commercial Unit Collection. Subject to the limitations of collection days and times in Section 5.2, Contractor shall make at least two (2) weekly collections at all Commercial Units on a regular schedule on the same days and approximately the same times each week subject to the terms of the Contract Documents and at sufficient additional intervals necessary to perform adequate Services and to protect the environment unless otherwise approved in advance by City. If a Commercial Unit's Waste is exclusively non-putrescible and of sufficiently low volume such that the Waste generated by the Commercial Customer does not exceed the volume of the Commercial Customer's Containers between collections, once-a-week collection is permitted. Contractor shall not be required to perform the collection of Commercial Units during emergencies resulting from Acts of God or when the Commercial Customer has failed to pay Contractor for the Services received. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

4.6 Dumpster Maintenance.

- (a) Contractor shall be responsible for the maintenance and repair of Contractor's Dumpsters damaged due to Contractor's negligence.
- (b) Contractor shall repair or replace not later than one (1) business day any Dumpster after the City Manager notifies Contractor of a determination that the Dumpster does not comply with ordinance standards or constitutes a health or safety hazard.
- (c) Contractor shall remove graffiti from its Dumpsters not later than five (5) business days after notification by City or a Customer of the existence of the graffiti. Contractor shall keep a record of the locations of Dumpsters containing graffiti, take a photograph of the graffiti prior to its removal, and provide such location information and photographs to City as part of the Monthly Report.
- (d) Each Dumpster to be placed at a City Facility is subject to inspection by City and approval as to appearance and condition before placement at any City Facility. A Dumpster shall be reconditioned and repainted, if necessary, before being located at a City Facility that has not used it earlier. Contractor shall clean and/or repaint a Dumpster showing excessively damaged paint and/or an accumulation of waste residue within the Dumpster not later than thirty (30) days after delivery of a written request by City.

4.7 Overloaded Containers. No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

4.8 Stationary Compactor Units. The purchase, lease, installation, maintenance, and repair of Stationary Compactor Units or any related parts or accessories, as well as the Dumpster, will be by agreement between Contractor and the property owner and/or authorized property manager of the property where the Stationary Compactor Unit(s) will be placed. Contractor's agreement with Customers using Stationary Compactor Units shall provide for the collection and transport of the Compactor Unit's Dumpster. The rental of a Dumpster shall be in accordance with the Roll-Off Rates set forth in Exhibit A attached hereto.

4.9 Excluded Waste.

- (a) Contractor has no obligation to collect Excluded Waste pursuant to this Contract.
- (b) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste containing the Excluded Waste. Contractor shall contact City upon the discovery of Excluded Waste that has been placed for collection. City shall be responsible for taking any appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.
- (c) If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. City will reasonably assist Contractor in determining the identity of the depositor or generator of the Excluded Waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such Excluded Waste.
- (d) Contractor releases and holds City harmless from any liability for any cost incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be deposited or generated by City.

V. COLLECTION OPERATIONS – GENERAL PROVISIONS

5.1 Disposal: Contractor shall deliver all Waste collected pursuant to this Contract to a Disposal Facility.

5.2 Hours of Collection.

- (a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(b), collection of Waste from Commercial or Industrial Customers shall not start before 5:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residential zoned area of City’s corporate limits or within 500 feet of a residential dwelling. Collection of Commercial Units shall not occur on Sundays unless authorized in writing by the Contract Administrator following a weather-related event (e.g., winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on scheduled days.
- (b) Collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:
 - (+) Contractor provides written notice to the City Manager with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and
 - (-) The City Manager determines that the collection will not result in a violation of City’s ordinances, including those regarding excessive noise; and

(3) The City Manager approves the later completion time in writing.

5.3 Collection Routes. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless such change has been approved in writing by the City Manager, which approval shall not be unreasonably withheld or delayed.

5.4 Holidays. The following shall be holidays for purposes of this contract: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may, at Contractor's option, suspend collection on a Holiday. If Contractor elects not to provide collection Services on a Holiday, Contractor shall notify City not less than two (2) weeks in advance of the Holiday of the dates that collection will occur for those Customers whose regular collection day falls on the Holiday on which a collection did not occur, provided such delayed collection shall be not later than the next business day following the Holiday unless otherwise agreed by the Contract Administrator.

5.5 Complaints. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day (and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day), Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:

- (a) The address of the Customer making the complaint.
- (b) The time the call or e-mail was received from the Customer.
- (c) Whether the Customer is a Commercial or Industrial Customer.
- (d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

5.6 Collection Vehicles and Equipment. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor and comply with the following:

- (a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten (10) model years at any time during the term of this Agreement.
- (b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter.
- (c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards.

- (d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles.
- (e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color.
- (f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor.
- (g) Contractor shall place the appropriate customer service telephone number on all collection trucks.
- (h) The type, number, and capacity of collection vehicles shall be sufficient to service all Customers at the frequency and level of collection specified in the Contract and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each Customer on its route.
- (i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations.
- (j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City.
- (k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and
- (l) All collection vehicles shall be equipped with Global Position System ("**GPS**") tracking equipment to allow for tracking and locating collection vehicles. GPS tracking information shall be stored by Contractor for a minimum of one (1) year and shall be provided to City upon written request.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract (the "**Equipment Inventory**"). Contractor shall provide City with an updated Equipment Inventory not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment on the Equipment Inventory that has been temporarily removed from service. Contractor may use replacement and/or additional equipment and vehicles for a period not exceeding fifteen (15) consecutive days or sixty (60) days during any Contract Year without updating the Equipment Inventory if the use of such equipment and/or vehicles is reasonably necessary to maintain a consistent level of collection Services as required by this Contract during a period of an abnormally high volume of Waste needing to be collected or to cover extra collections as the result of a Holiday collection schedule. Contractor may include on the Equipment Inventory equipment or vehicles Contractor intends to regularly use for collection during such temporary periods of high volume or during Holiday collection schedules provided such equipment and/or vehicles are identified as "standby" or "reserve" equipment or vehicles on the Equipment Inventory.

5.7 Spillage. Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for the cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the

collection of Waste Material. Contractor shall not be responsible for the collection of any scattered Waste that has not been caused by Contractor's employees.

5.8 Point of Contact. All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator.

5.9 Contractor's Employees.

- (a) Contractor's officers, employees, or agents assigned to perform collection Services to Customers pursuant to this Contract shall:
 - (1) at all times when collecting Waste Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor.
 - (2) possess at all times the appropriate State of Oklahoma operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract.
 - (3) never identify themselves, or in any way represent themselves, as being employees or agents of City.
 - (4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.
 - (5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers.
 - (6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment.
 - (7) not disturb or otherwise unreasonably interfere with a customer's property that is adjacent to where the Customer's container(s) are located for collection.
 - (8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.
- (b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what

disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such employee shall be removed from an assignment from providing Collection Services under this Contract not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Contract (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Contract Administrator.

VI. REPORTING REQUIREMENTS

- 6.1 Reports Generally; Format.** Contractor shall provide to City the reports or notifications to the City's Contract Administrator described in this Article VI in addition to any daily reports required by this Contract. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.
- 6.2 Monthly Reports. Complete, and accurate Monthly Reports must be submitted to the Contract Administrator in a format acceptable to City on or before the tenth (10th) of each month during the term of the Contract.**

Monthly Reports must contain at least the following information:

- 6) Number of Commercial facilities served.
- 7) Monthly tonnages by each category of service
 - Commercial and Industrial Poly Carts
 - Roll Offs
 - Dumpsters
- 8) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing Services under the Contract.
- 9) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing Services under the Contract.
- 5) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.**

VII. SPECIAL SERVICES

Contractor agrees to provide Dumpster(s), Poly Carts, and/or Roll-Offs for Special Events and for the City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service to existing City Facilities and the addition of new locations will be added to the Exhibit and serviced at no charge. Any additional Special Events not listed in Exhibit B will be serviced by Contractor at a charge.

VIII. CONTRACTOR RESPONSIBILITIES

8.1 Generally. In providing the Collection Services required by this Contract, Contractor's responsibilities shall include:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility Services required for providing all Services in accordance with this Contract.
- (b) All actions and activities of its subcontractors.
- (c) Supplying all records and information required by this Contract.
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
- (e) Paying all applicable taxes and Contract fees.
- (f) Paying to City not later than the thirtieth (30th) day after the Council vote approving this Contract the one-time reimbursement of City's costs for the development of the RFP and the Contract Documents including, but not limited to, this Contract, the estimated total of which is \$41,640, , however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed.
- (g) Complying with applicable laws and regulations.
- (h) Performing all work in a timely, thorough, and professional manner.
- (i) Disposing of all collected MSW at a permitted MSW Landfill.
- (j) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
- (k) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

8.2 Contractor's Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 5:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 5:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

8.3 Newsworthy and Emergency Notifications. Contractor must contact Contract Administrator as soon as reasonably practical and, in no case, later than 24 hours after the occurrence of one of the following:

- (a) any news coverage or sudden event that could impact the service Contractor provides to City pursuant to this Contract;
- (b) any news coverage or sudden event that is reasonably anticipated to result in Customer phone calls to City;
- (c) an environmental emergency or incident, including spills, which involves Contractor, a related business of Contractor, or one or more of Contractor's employees that occurs within City;
- (d) a motor vehicle accident that occurred while providing Services under the Contract;
- (e) personal injury accidents which occurred while providing Services under the Contract; and/or
- (f) property damages that occurred while providing Services under the Contract.

8.4 Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined to be Contractor's responsibility. Notwithstanding anything in this Section 8.4 to the contrary, Contractor shall not be responsible for damage which is not negligently or willfully caused by Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the Services in the Contract.

8.5 City Facilities. Contractor shall not charge City for collection Services from City Facilities as described in Exhibit "B" or from any additional City Facilities that City may add.

8.6 Enforcement. Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Contract, including Contractor's right to be the sole provider of Waste Materials collection within City per this Contract.

8.7 Damage to Property. Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor's officers or employees. Property damage claims shall be resolved by Contractor within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless the claim is disputed or a longer period of time is approved in writing by the Contract Administrator. If Contractor fails to address claims for the repair and replacement of damaged property within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the Contract Administrator, the City may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be reimbursed by the Contractor. Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

IX. LIQUIDATED DAMAGES

9.1 Generally. Acceptable performance standards pursuant to this Contract include the provision of daily Services on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily Services, and Contractor responding promptly to both Commercial and Industrial Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily Services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in this Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 and shall, at the end of each month during the Term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the Contract Administrator to attempt to resolve the issue. The decision of the Contract Administrator shall be final.

9.2 Liquidated Damages Assessed. City may assess liquidated damages against Contractor as follows:

- (a) **Missed collection:** \$100 per missed collection over five (5) missed commercial collections per day. A missed collection occurs when a Customer reports a missed collection, and Contractor cannot provide data demonstrating collection vehicle serviced the container on day of the complaint.
- (b) **Failure to correct a missed collection** within 24 hours of notice of the complaint: \$100 per occurrence per day.
- (c) **Commencement of commercial collection** within 500 feet of a residential dwelling prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
- (d) **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 for each incident.
- (e) **Failure to clean up spilled Solid waste,** resulting from Contractor loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250 per impacted address).
- (f) **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
- (g) **Failure to submit an accurate Monthly report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
- (h) **Failure to return carts** and containers to approximately the original collection location: \$50 for

each incident, for each affected address.

- (i) **Failure to begin Services** on or after the commencement date: \$ 3,000 per calendar day.
- (j) **Failure to deliver or replace carts for any reason within two (2) business days of notification** \$50 per incident per affected address.

9.3 Liquidated Damages and Not Penalty. Because Contractor's failure to perform the specific tasks described in Section 9.2 and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints, cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the amount assessed in accordance with Section 9.2 constitute liquidated damages and not a penalty.

X. CITY'S REPRESENTATIONS AND WARRANTIES

City hereby makes the following representations and warranties to and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Oklahoma, with full legal right, power, and authority to enter into and perform its obligations under this Contract.
- (b) City has duly authorized the execution and delivery of this Contract, and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (c) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant the exclusive right, duty, and privilege to collect, transport and dispose of commercial and industrial Waste Materials within the City's Limits. The City shall defend, and use reasonable efforts to uphold this Contract if City's right to enter into this Contract is ever challenged, litigated, or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 15.4, below.

XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

11.1 Commercial and Industrial Customer Billing. Contractor shall be solely responsible for billing and bill collection Services to Commercial Units and Industrial Units. City shall not be obligated to pay Contractor for Commercial Collection Services provided by Contractor to Commercial Units or Industrial Units. Not later than the tenth (10th) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units and Industrial Units for collection and other Services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the Services rendered, the rate for such service, and the amount of payments received by Contractor for such Services during the calendar month covered by the report.

11.2 Contract Fee. Contractor shall pay to City a contract fee equal to ten percent (10%) of all amounts paid by Commercial and Industrial Customers within the City to whom Contractor provides Services pursuant to the authority granted by this Contract (“the Contract Fee”). The Contract Fee constitutes a payment to City for the right of Contractor to use City’s streets, alleys, and rights-of-way in providing the Services described in this Contract. Contractor shall have the right to pass the Contract Fee through to Customers, provided the amount of the Contract Fee passed through to each Customer does not exceed ten percent (10%) of the amounts billed to the Customer excluding any state and local sales and use taxes. Contractor shall pay the Contract Fee to City as follows:

- (a) Contract Fees attributable to the provision of Services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which Services have been paid to Contractor, regardless of the month in which the Services were provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Contract Fees to City not later than October 30, 2025, for payments received by Contractor during the month of September 2025 for Services provided to Commercial and Industrial Customers, regardless of the date the Services were provided.

Contractor shall remain liable for the payment of Contract Fees after the termination of this Contract for any and all Services provided prior to the termination of this Contract. If Contractor fails to pay the Contract Fee on or before the 15th day after such payment is due, the Contract Fee shall bear interest at the rate of ten percent (10%) per annum. Contract Fees shall be due and payable on all Services provided by Contractor within the City pursuant to this Contract regardless of Contractor’s failure to elect to pass through the cost of the Contract Fee to Customers.

XII. TITLE TO WASTE MATERIAL

Title to Waste Materials shall pass to Contractor when placed in Contractor’s collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such Waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate and determine the identity of the depositor or Generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Contract.

XIII. CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to Services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline.

XV. TERMINATION OF CONTRACT

15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the Services of another waste collection Services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

15.3 Termination by Mutual Agreement. If City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.

15.4 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive

contract for the Commercial and Industrial Waste Collection Services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor to perform Commercial and Industrial Waste Collection Services, Contractor may, upon not less than ten (10) days written notice to City:

- (a) to terminate this Contract, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of Services, if any, prorated for the remaining portion of the month after the date of termination; or
- (b) to continue to perform the Services pursuant to this Contract on a nonexclusive basis, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

If such injunction is applicable to any Services provided under this Contract other than Commercial and Industrial Waste Collection Services, Contractor shall have the right to terminate the provision of such other Services pursuant to this Contract but shall not be authorized to terminate the provision of Commercial and Industrial Waste Collection Services or continue providing such Services on a non-exclusive basis. Following any termination pursuant to this Section 15.4, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

XVI. DEFENSE OF SUITS

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

XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

XVIII. INSURANCE

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

- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of Services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage via blanket form endorsement.

- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract via blanket form endorsement; and
- (c) Statutory Worker's Compensation Insurance or equivalent or other State-approved program covering all of Contractor's employees involved in the provision of Services under this Contract

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

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

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

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance.
- (b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
- (c) No insurance policy shall be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

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

XIX. PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount equal to one hundred percent (100%) of the annual value of the Contract, executed by a good and sufficient corporate surety eligible to conduct business in Oklahoma, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Contract.

XX. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS(COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF OKLAHOMA. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER OKLAHOMA LAW, IT BEING THE

INTENT THAT CITY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XX SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

XXI. MISCELLANEOUS

- 21.1 Entire Agreement; Priority of Documents.** This Contract, along with the Contract Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Contract. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Contract Document indicates otherwise by use of the phrase "notwithstanding anything in the Contract Documents to the contrary" or similar phrase: (i) this Contract, including any subsequent amendments to this Contract, (ii) the RFP; and (iii) Contractor's Response to the RFP.
- 21.2 Assignment.** Contractor may not assign this Contract without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by a lender to Contractor without the consent of City.
- 21.3 Successors and Assigns.** Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.
- 21.4 Governing Law.** The laws of the State of Oklahoma shall govern this Contract; and the venue for any action concerning this Contract shall be in the state district courts of Rogers County, Oklahoma. The Parties agree to submit to the personal jurisdiction of said Court.
- 21.5 Amendments.** This Contract may be amended only by the written agreement of the Parties.
- 21.6 Severability.** If any one or more of the provisions contained in this Contract, inclusive of the Contract Documents, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 Independent Contractor. All Services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Contract.

21.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City:

City of Claremore
ATTN: City Manager
104 South Muskogee Avenue
Claremore, OK 74017

With Copy to:

Rosenstein, Fist & Ringold
ATTN: Adam Heavin
525 South Main, Suite 700
Tulsa, OK 74103

If intended for Contractor:

21.9 Counterparts. This Contract may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

21.10 Compliance with Federal, State & Local Laws. The Parties shall comply in the performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

21.11 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Contract, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic, or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.

21.12 Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal

(response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

- 21.13 Confidentiality Regarding Waste Material.** Contractor has no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 21.14 No Waiver for Delay.** 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.
- 21.15 Effective Date.** The effective date of this Contract is as of the date signed by the authorized representatives of the City (the "**Effective Date**").
- 21.16 Non-discrimination.** In the provision of Services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
- 21.17 Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

Signatures on Following Page

SIGNED AND AGREED on _____, 2025.

CITY OF CLAREMORE, OKLAHOMA

By: _____
_____, City Manager

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

SIGNED AND AGREED on _____, 2025.

By: _____

Name: _____

Title: _____

EXHIBIT A

All Rates *include* the 10% Contract Fee - For Commercial and Industrial Services, Contractor will add the Contract Fee to the bill to the Customer, and remit the Contract Fee to City.

Important Note: All Fees Submitted *include* the Contract Fee and include Disposal costs.

Rates reflect all charges that will be assessed.

One time per Customer Charge to remove current Rear Load Container and take to salvage yard for scrap.
\$ _____ per container.

COMMERCIAL REAR LOAD RATES

| Size | 1x | 2x | 3x | 4x | 5x | 6x | extra p/up |
|--------|----|----|----|----|----|----|------------|
| 2 yard | | | | | | | |
| 3 yard | | | | | | | |
| 4 yard | | | | | | | |

COMMERCIAL FRONT LOAD RATES

| Size | 1x | 2x | 3x | 4x | 5x | 6x | extra p/up |
|--------|----|----|----|----|----|----|------------|
| 2 yard | | | | | | | |
| 3 yard | | | | | | | |
| 4 yard | | | | | | | |
| 6 yard | | | | | | | |
| 8 yard | | | | | | | |

Locks (fee per collection per container) _____

Enclosures (fee per collection per container) _____

ROLL-OFF CONTAINERS

Rates include the contract fee.

Rates reflect all charges that will be assessed.

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

Relocate/Block Fee _____

| | Delivery | Daily Rental | Haul Rate | Disposal per Ton* |
|---------|----------|--------------|-----------|-------------------|
| 20 yard | | | | |
| 30 yard | | | | |
| 40 yard | | | | |

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

Wash Out Fee _____

| | Monthly Rental | Haul Rate | Disposal per Ton* |
|------------------------------|----------------|-----------|-------------------|
| 30 yd SC** | | | |
| 35 yd SC** | | | |
| 40 yd Receiving Container*** | | | |

EXHIBIT "B"

City Facilities at No Charge (Future City facilities will be provided free of charge)

| Building | Address | Service | Frequency |
|--|---------------------------|---------------------|-----------|
| City Parks Dept | 512 N. Owalla Ave. | 1-3 yd | 2 x week |
| City Parks Dept. Pecan Park | 1000 W. Blue Starr Dr. | 2-2 yd | 2 x week |
| City Parks Dept. | 713 W. Ramm Rd. | 1-2 yd | 2 x week |
| City Parks Dept Lake Office | 1410 Mickey Perry Ln | 1-2 yd | 2 x week |
| City Parks Dept Powers Park-Soccer Field | 2700 N. Sioux Ave | 4-2 yd | 2 x week |
| City Parks Dept Community Center | 2301 N. Sioux Ave | 1-2 yd | 2 x week |
| City Parks Dept | 2500 N. Sioux Ave | 1-2 yd | 2 x week |
| City Hall/Fire Station 1 | 104 S Muskogee Ave | 1-3 yd | 3 x week |
| City Electric Dept | 724 W. Ramm Rd. | 1-2 yd & 1- 3 yd | 3 x week |
| Parks Dept | 724 W. Ramm Rd. | 2-2 yd | 2 x week |
| Will Rogers Library | 1515 N. Florence Ave | 1 Polycart | 2 x week |
| Water Treatment Plant | 1450 E. Blue Starr Drive | 2-2 yd & 1-3 yd | 2 x week |
| Water Treatment Plant | 1500 S Choctaw Ave | 1-3 yd | 4 x week |
| Cemetery | 310 S. Nome Ave | 1 Polycart & 1-3 yd | 2 x week |
| Fleet Maintenance | 801 W. Ramm Rd | 1-2yd | 2 x week |
| Animal Control | 815 W. Ramm Rd. | 1-3 yd | 2 x week |
| Rec Center | 595 Veterans Parkway | 1-3 yd | 2 x week |
| Police Department | 201 W. 1 st St | 1-3 yd | 2 x week |
| Fire Station 2 | 1601 W. Will Rogers Blvd | 1 Polycart | 2 x week |
| Fire Station 3 | 102 E. Stuart Roosa Dr. | 1-2yd | 2 x week |