



# **Pine Bluff Municipal Franchise Solid Waste Proposal**

**For the Period November 1, 2025, through October 31, 2030**

**Mandatory Pre-Proposal Meeting July 22, 2025  
2:00 PM**

**City of Pine Bluff - Old City Council Chambers, City Hall**

**Proposal Due Date August 11, 2025  
2:00 PM**

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## **A. NOTICE TO PROPOSERS**

Sealed proposals will be received by the City of Pine Bluff, Arkansas, at Pine Bluff Civic Complex, 200 E 8<sup>th</sup> Avenue, Suite 201, Pine Bluff, Arkansas. CST on August 11, 2025 at which time proposals duly delivered and submitted will be considered for the Pine Bluff Municipal Franchise Solid Waste Proposal.

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: Mayor Vivian Flowers, City of Pine Bluff  
“Pine Bluff Municipal Franchise Solid Waste Proposal”

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 2:00 p.m. CST, July 22, 2025, at Pine Bluff Civic Complex, 200 E 8<sup>th</sup> Avenue, Pine Bluff, Arkansas. All vendors desiring to be considered for contracting with City for this service must attend, either in person or by virtual meeting, the pre-proposal conference. 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.

## OPEN RECORDS ACT

City is subject to the Arkansas Freedom of Information Act (“the Act”), a state law which 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 in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer’s sole cost, to comply with the Act’s provisions relating to the submission of a request to the Arkansas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

## PROPOSER CONTACT WITH CITY

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

All requests for information will be made in writing to: **Joyce Campbell, Chief of Staff at [joyce.campbell@cityofpinebluff-ar.gov](mailto:joyce.campbell@cityofpinebluff-ar.gov)**.

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

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

## INFORMATION CONTAINED IN THE RFP

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

## **PROPOSAL CONTENT AS BASIS FOR CONTRACT**

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

## **SCHEDULE OR OTHER ADDENDUMS TO THE RFP**

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

## **CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT**

The successful Contractor shall be responsible to reimburse City for the development of this RFP and contract documents. **The estimated costs to be incurred by City are \$42,660, however, the actual amount incurred through the time of award of the contract will constitute the amount to be reimbursed.**



## **B. SCHEDULE OF ACTIVITIES**

July 17th, 2025	RFP Released and Published
July 22nd, 2025 , 2:00 p.m.	Mandatory Pre-proposal Meeting
July 28th, 2025 2:00 p.m.	Deadline for questions prior to proposal due date
August 11, 2025 2:00 p.m.	Sealed proposals due
August 22nd, 2025	Finalist interviews held
September 1, 2025	Council awards Contract to winning proposer
November 3, 2025	New Contract Service Period begins

## **C. IMPORTANT INFORMATION TO PROPOSERS**

### **INVITATION FOR PROPOSAL**

City of Pine Bluff invites sealed Proposals for:

- 1) Residential Solid Waste collection
- 2) Residential Brush & Bulk collection option
- 3) Residential Unusual Accumulation collection
- 4) Commercial Dumpster Collection
- 5) Roll-Off Collection

The City of Pine Bluff invites sealed Proposals for garbage collection and disposal, including the collection of brush & bulk pickup. The City estimates approximately thirteen thousand five hundred and fifty (13,550) total residential units. There are approximately thirty-nine (39) City Facilities to be serviced at no charge. 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 Arkansas 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 at the Pine Bluff Civic Complex, 200 E 8<sup>th</sup> Avenue, Suite 201, Pine Bluff, Arkansas no later than 2:00 PM on August 11, 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.
<b>1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer</b>
<b>2. Any Applicable Declarations</b>
<b>3. Proposal Bond</b>
<b>4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, and Certificate of Authority</b>
<b>5. Power of Attorney (if necessary)</b>
<b>6. Proposal Tab 1 Past Performance and Experience of Contractor in Arkansas</b>
<b>7. Proposal Tab 2 Financial Qualifications</b>
<b>8. Proposal Tab 3 Facilities (includes Form 3-B)</b>
<b>9. Proposal Tab 4 Experience of Personnel at Local Hauling Operation</b>
<b>10. Proposal Tab 5 Equipment</b>
<b>11. Proposal Tab 6 Operational Plan and Safety Report in Detailed Narrative Format</b>
<b>12. Proposal Tab 7 Transition Plan in Detailed Narrative Format</b>
<b>13. Proposal Tab 8 Rates for Services</b>
<b>14. Proposal Tab 9 Disaster Management Plan</b>
<b>15. Proposal Tab 10 Exceptions or Modifications to the Contract</b>
<b>16. Proposal Tab 11 Proposed Alternatives</b>
<b>17. Proposal Tab 12 Call Center and Complaint Handling</b>

## 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 Pine Bluff.

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 Pine Bluff which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the Proposals are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said Proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

\_\_\_\_\_  
Contractor (Firm Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

(President/Vice-President)

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF: ARKANSAS

COUNTY OF: JEFFERSON

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 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 Pine Bluff 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 Pine Bluff 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 November 3, 2025 (the “Commencement Date”) and shall end on October 31, 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 November 1, 2029 to be effective. Notwithstanding anything regarding City’s exercise of the Extension Term, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Day, as original established and/or extended by the first Extension Term, if applicable.

## CONDITIONS

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **DISCLAIMER**

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

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

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

## **DISCOVERY**

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

## **EXCLUSIVE COLLECTION AREA**

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

## **CONTRACTOR RESPONSIBILITIES**

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

- (1) Real-Time GPS Tracking Capability of collection vehicles
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- (3) Hours of Operation from 6 AM to 6 PM Central Time, Monday through Friday, 6 a.m. to 2 p.m. Saturday except for July 4<sup>th</sup>, Memorial Day, Thanksgiving, Christmas, New Year's Day, and Martin Luther King 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 Pine Bluff Account
- (5) With respect to residential services, capable and willing to provide:
  - a. 96-gallon Poly Cart for once-a-week garbage collection
  - b. Brush and Bulk collection weekly
- (6) Vehicles used for collection with City at the time of commencement of the contract are not older than FOUR (4) years.
- (7) In providing the services required by this Contract, Contractor shall be responsible for:
  - (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
  - (b) All actions and activities of its subcontractors;

- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Complying with applicable laws and regulations;
- (f) Performing all work in a timely, thorough, and professional manner;
- (g) Disposing of all collected MSW at a permitted MSW Landfill;
- (h). 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
- (i) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

## **BACKGROUND INFORMATION**

City's current Contractor provides the following services:

### **1) Residential solid waste collection**

Current contractor provides Curbside collection and disposal of waste from Residential Units one (1) time per week; with the Contractor supplying one 96-gallon Poly Cart, with all materials to be within the Cart. Additional Carts can be ordered, any home using two or more carts can have up to 3 bags of MSW collected weekly.

**2)Collection from Municipal Facilities** and Special Events as described and with the frequency set forth in Appendix A.

### **3) Small Commercial Business:**

Current contractor provides Curbside collection and disposal of waste from Small Commercial Units one (1) time per week; with the Contractor supplying one 96-gallon Poly Cart, with all materials to be within the Cart.

Information is provided in the Appendices for the use and consideration of the Proposer. City offers no warranties as to the accuracy of the estimates, projections, or information. Service levels, container sizes, the frequency of collection, 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 Pine Bluff's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

**"Acceptable Waste"** means any non-hazardous waste that is Solid Waste, including Yard Waste, Trash, Bundles, Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for "Unacceptable Waste," as defined herein.

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

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

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

**"Collection"** means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility.

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

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

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

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

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

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

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

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

**“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.

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

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

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

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

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

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

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

**“Disaster Management Plan”** means The Contractor’s operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services.

**“Disposal”** means the deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment,

is emitted into the air, or is discharged to the waters of the State of Arkansas.

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

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

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

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

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

**“Holiday”** means New Year’s Day, Martin Luther King Jr. Day, July 4<sup>th</sup>, Memorial Day, Thanksgiving Day, and Christmas Day.

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

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

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

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

**“Non-Recyclables”** means any materials in Single Stream Materials or Recyclables that are not Recyclables.

**“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 Residential Units, any Municipal Waste, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Contract that the Customer has not requested Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly 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 Specifications.

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

**“Poly Cart”** means a 96-gallon poly cart plastic container, provided by Contractor, clearly marked for MSW equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

**“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.

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

**“Residential Recyclables”** include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

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

**“Recycling Facility”** means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, municipal solid waste landfills, composting facilities, or resource recovery facilities.

**“Refuse”** means the same as Rubbish.

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

**“Refuse”** means the same as Rubbish.

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

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

**“Residential Construction Debris”** means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

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

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

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

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

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



material, unless the Waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste; or (d) Unacceptable Waste.

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

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

**“Structure”** means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications, and City Facilities that the City may at its sole discretion include in the Contract.

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

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

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

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

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

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

**“Yard Waste”** means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf

cuttings, fruits, or other matter usually created by Refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

## **E. EVALUATION AND AWARD CRITERIA**

### **CITY COUNCIL AWARD**

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

### **CRITERIA FOR EVALUATING PROPOSALS**

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

### **SCORING OF PROPOSALS**

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

Criteria	Percent of Total	
Experience Providing Like-Services to Like-Sized Cities	7%	
Financial Strength of Proposer	5%	
Strength of Personnel at the Hauling Division	3%	
Operation Plan in Narrative Format	10%	
TRIR and DART Safety Scores	3%	
Transition Plan in Detailed Narrative Format	15%	
Disaster Management Plan	5%	
Customer Service, Reporting, the use of GPS & Support	10%	
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	7%	<b>65%</b>
<b>Competitive Cost of Proposal</b>	<b>35%</b>	<b>35%</b>
<b>Total</b>	<b>100%</b>	<b>100%</b>

## **F. SCOPE AND SERVICE SPECIFICATIONS**

### **DESCRIPTION OF SERVICES**

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

Services will include the following:

- 1) Residential solid waste collection
- 2) Residential bulk and brush collection
- 3) Optional residential recycling collection
- 3) Residential Unusual Accumulation collection
- 4) Commercial dumpster collection
- 5) Optional Permanent roll-off collection (open-top and compactors)
- 6) Optional Temporary/Construction roll-off collection

### **RESIDENTIAL SOLID WASTE COLLECTION**

Each proposal should include pricing for the following residential services:

**Option A:** One time per week collection of Acceptable Waste with the Contractor supplying one 96-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week.

Additional Carts can be ordered.

Commercial Collection is exclusive under this option. Roll Off collection is open market.

**Option B:** One time per week collection of Acceptable Waste with the Contractor supplying one 96-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week.

Additional Carts can be ordered.

Commercial and Roll Off Collection is exclusive under this option.

**For Any Option:**

Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (exception being for Special Needs). Contractor shall be

responsible for providing notice first to the Customer and then to City staff if it believes the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

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

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

#### **Residential Collection not covered under the Base Rates-**

The collection or disposal of Excluded Materials, or

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

## **RESIDENTIAL COLLECTION OF RECYCLABLES**

(Option C and Option D)

**Option C:** In addition to weekly MSW collection, Contractor shall provide one collection every week on the same day that MSW is collected, of Recyclable Materials placed in the Contractor-supplied new 96-gallon Cart.

Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

Commercial Collection is exclusive under this option. Roll Off collection is open market.

**Option D:** In addition to weekly MSW collection, Contractor shall provide one collection every week on the same day that MSW is collected, of Recyclable Materials placed in the Contractor-supplied new 96-gallon Cart.

Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container. Commercial and Roll Off Collection is exclusive under this option.

**Changes in Recycling Market Conditions.** If market conditions develop that limit or inhibit

Contractor from selling some or all of the collected Recyclable Materials. Contractor may give written notice to City of:

- (i) a need to redefine Acceptable Recycling Material and Non-Recyclables,
- (ii) update the Processing facility's Average Commodity Mix,
- (iii) suspend or discontinue any or all Recycling services, or
- (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

**Acceptable Recycling Material.** Recyclables that are eligible for collection (“**Acceptable Recycling Materials**”) must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

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

**4.7 Non-Recyclables.** Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials (“**Non-Recyclables**”) include, but are not limited, to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils

Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
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## **RESIDENTIAL BRUSH & BULK COLLECTION**

Contractor will collect Brush & Bulk materials once per week on the same day the Residential Unit receives MSW collection . The Residential Unit will be limited to four (4) cubic yards of material per collection.

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

Either collection option **specifically excludes debris resulting from the services of a Commercial Tree Service Provider, or from a Commercial Contractor for remodeling or new construction.**

## **RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION**

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

## **DISASTER DEBRIS COLLECTION**

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

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

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

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

## **CART PLACEMENT FOR COLLECTION**

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

## **SPECIAL NEEDS CART PLACEMENT FOR COLLECTION**

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

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

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

## **HOLIDAY COLLECTIONS**

The following shall be holidays for purposes of this contract: New Year's Day, Martin Luther King Jr. Day, July 4<sup>th</sup>, Memorial Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify the city two (2) weeks in advance of the holiday service schedule. If one of the collection days falls on a holiday, Contractor will collect waste on the next regularly scheduled business day (excluding Sunday). In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

## **SMALL BUSINESSES GARBAGE COLLECTION**

Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by City. The collection will be performed using 96-gallon Carts provided by Contractor. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 96-gallon recycling cart (clearly distinguished from the MSW cart) to be collected once per week. The collection shall be on the same day as the MSW cart is collected.

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

## **FRONT END LOADER CONTAINER COLLECTION**

Prior to the beginning of the Contract, Contractor shall provide Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. 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. 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.

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 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.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

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.

Detachable Containers 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. Detachable Containers (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 Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

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

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.

## **STATIONARY COMPACTOR UNITS**

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

## **TEMPORARY ROLL-OFF CONTAINERS**

The Scope of Work and the Contract will provide exclusive rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

## **EXCLUDED WASTE**

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

## **ALTERNATES TO THE REQUIRED SPECIFICATIONS**

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

## **CITY EVENTS AND FACILITIES**

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

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

## **PUBLIC EDUCATION CAMPAIGN**

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

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

## **G. COLLECTION EQUIPMENT**

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

## **VEHICLE SPECIFICATIONS**

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

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than FOUR (4) years (i.e., year model 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 Arkansas.

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

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

## **VEHICLE MAINTENANCE AND INVENTORY**

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

## **SUPPLYING GARBAGE CARTS**

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

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

Upon notice from Liberty Utilities Company, Contractor shall deliver Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from Liberty Utilities Company. Used Carts must be cleaned prior to reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

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

## **SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION**

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

Detachable Containers shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final, and binding shall mediate any disagreements over Container placement and collection.

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

## **DETACHABLE CONTAINER STANDARDS**

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by City.

Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

## **DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE**

Each Detachable Container is subject to inspection by City and approval as to appearance and condition before placement at any City facility.

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

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

## **DETACHABLE CONTAINERS REPAIR OR REPLACEMENT**

Damage to Detachable Containers 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 Detachable Containers damaged due to

Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

## **H. TRANSITION PLAN**

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

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

In the Transition Plan, Proposer must describe the following:

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

This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 1) Container delivery plans and schedule, including the number of Containers to be delivered per week, start and completion dates;
- 2) Procedures for transmitting information to and from the City to the Contractor;
- 3) Standards for the electronic transfer of information;
- 4) Vehicle Inventory;
- 5) Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities, or schedules that conflict with any terms of this 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 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

## **CUSTOMER SERVICE AND COMPLAINT RESOLUTION**

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

**Customer complaints shall be directed to Contractor.** It is the City's preference that the person(s) responsible for fielding complaint calls be located as close to the City as possible. Preferential scoring will be made accordingly by the Judging Committee. Contractor shall notify City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email to City a recap of the day's complaints from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about 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 on the next day's complaint report indicating that collection was made.

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

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

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

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

## **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.

## **MEETINGS**

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

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

## **NEWSWORTHY EMERGENCY NOTIFICATIONS**

During the term of the Contract, there may be activities or circumstances, positive or negative, involving Contractor's business that could be newsworthy. Likewise, Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact Mayor or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to City; any news coverage or sudden event that is reasonably anticipated to result in citizen phone calls to City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

## **CUSTOMER NOTIFICATIONS**

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



## **J. REPORTING**

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

### **MONTHLY REPORTS**

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

Monthly Reports must contain at least the following information:

- 1) Number of Households served
- 2) Monthly tonnages by each category of service
  - Residential MSW
  - Residential Brush
  - Commercial
  - Roll Off
- 3) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter 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.
- 7) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
- 8) As requested by City, Contractor shall make available GPS tracking reports for residential collection.

### **ANNUAL REPORTS**

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

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

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

## **K. COMPENSATION**

### **PAYMENTS TO CONTRACTOR**

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

The City shall retain a franchise fee equal to three percent (3%) of the total collected receipts from residential units, excluding sales tax.

Contractor shall be responsible for all billings to and collections from residential customers that are not customers of Liberty Utilities Company under this agreement. Contractor shall pay City a franchise fee in the amount of \_\_\_\_ percent (\_\_\_\_%) of total collected receipts from these residential customers. Said fee shall be due and payable to City by Contractor not later than the twentieth (20<sup>th</sup>) day of the month following said collection by Contractor.

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

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

The City, acting through Liberty Utilities Company, will provide Contractor with a digital summary of all sanitation collections made in the preceding month. In addition to said summary a digital monthly listing will be provided of all sanitation customers that are delinquent in their payment and a monthly detailed digital billing report listing all water customers being billed for sanitation services. The billing report will identify each water customer within the corporate city limits and the amount being billed for sanitation services. All digital reports will be prepared in Excel format..

Contractor will provide written notification to Liberty Utilities Company of the name and address of all customers to be billed at any rate other than the basic monthly rates.

Contractor will pay the City \$0.50 for each water bill that includes charges being collected for the Contractor.

The City, acting through Liberty Utilities Company, will remit monthly sanitation payments collected for the Contractor by the 15<sup>th</sup> day of each month. Monthly payments to the Contractor shall represent any sanitation payments received in the prior month, as well as all tax collected. The City shall deduct from each monthly payment to the Contractor its \$0.50 handling fee as set forth herein and the franchise fee.

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

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

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

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

**Non-Paying Customers.** City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

**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 (10<sup>th</sup>) 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.

**Franchise Fee.** Contractor shall pay to City a franchise fee equal to three (3%) 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 Franchise Fee"). The Franchise 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 Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed TBD (%) of the amounts billed to the Customer excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to City as follows:

- (a) Franchise 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 Franchise Fees to City not later than April 30, 2026, for payments received by Contractor during the month of March 2026 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise 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 Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15<sup>th</sup> day after such payment is due. Franchise 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 Franchise Fee to Customers.

## LIQUIDATED DAMAGES

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor. Acceptable performance standards pursuant to this Contract include the provision of daily services<sup>1</sup> on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to Residential Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages. City may charge Liquidated Damages to Contractor on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the Mayor or her designee to attempt to resolve the issue. The decision of the Mayor shall be final.

## SUMMARY OF LIQUIDATED DAMAGES

City may assess liquidated damages to Contractor as follows:

1. **Missed collection**: \$100 per missed collection over five (5) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. **Failure to correct a missed collection** within 24 hours of notice of the complaint: \$100 per occurrence per day.
3. **Missed residential unit block**: \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint.
4. **Commencement of residential collection prior to 7:00 a.m.**, or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence

5. **Commencement of commercial collection** within 500 feet of a resident prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
6. **Failure to complete a majority (50%) of the collections on a given day**: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.)).
7. **Failure to clean up spilled Solid waste**, resulting from Contractor loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250 per impacted address).
8. **Failure to resolve properly reported bona fide Customer complaints** within one business day: \$200 for each incident.
9. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
10. **Failure to submit an accurate accounting** (i.e., invoices, and/ or complaint reports in the specified format): Non-payment until an accurate accounting is submitted.
11. **Failure to return carts** and containers to approximately original collection location: \$50 each incident, for each affected address.
12. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$50 each incident.
13. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per calendar day.
14. **Failure to deliver or replace carts for any reason within five (5) business days of notification** \$50 per incident per affected address.
15. **Failure to provide an office staffed by a responsible person** in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days: \$1,000 per day.

## **MODIFICATION OF RATES**

Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until **November 1, 2026**. Commencing on **November 1, 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) , <https://www.bls.gov/news.release/cpi.t02.htm>, (the C.P.I.) shall have increased during the preceding **twelve-month** period from **August 1** of the prior year to **August 1** of the year of the rate increase computations. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). **No Annual Rate Adjustment shall exceed four percent (4%).**

## **REGULATORY RATE ADJUSTMENT**

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

## **DEFENSE OF SUITS**

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

## **OSHA, HEALTH, AND ENVIRONMENTAL LAWS**

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

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

## **INDEMNITY**

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

## **PERFORMANCE BOND**

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

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

## **L. REQUIRED INSURANCE**

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

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

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

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

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage 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 – 3 years in business with accounts of similar size**) Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, and bulk and brush?
3. Identify similar contracts that your organization has been awarded by municipal governments in Arkansas in the last five years. If no new awards in the past five years include references for existing contracts of like-size (residential count) communities.

The list should reflect:

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

**Indicate your acknowledgment within your narrative in this Tab.**

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

## **Proposal Tab 2 – Financial Qualifications**

1. Briefly describe in a narrative format the proposer's financial condition, 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 Tab 3 – Facilities**

### **Identification and location of the processing and disposal sites**

List the name, location, and distance from City of Pine Bluff for the facilities proposed for use in providing the services specified in the Contract using the format below.

<b>Disposal Facility:</b>	<b>Location:</b>	<b>Distance from City</b>
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<b>Recycling Facility:</b>	<b>Location:</b>	<b>Distance from City</b>
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<b>Hauling Facility:</b>	<b>Location:</b>	<b>Distance from City</b>
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### Proposal Form 3-A - Certification of Recycling Facility

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

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

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

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

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

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

Please check the appropriate box: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

☐ Limited Liability Company ☐ Other: \_\_\_\_\_

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

### Proposal Form 3-B - Certification of Disposal Facility

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

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

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

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

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

I agree that City of Pine Bluff 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:  
Fax:  
Email:
3. How does Contractor deal with replacing key personnel who leave?
4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of workdays and hours for each category anticipated for the successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under City's contract.
6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
7. Describe in detail Contractor's employee/driver training program.
8. What steps will Contractor take to inform City staff about the specific requirements of this Contract? Please provide details by category of personnel.

## **Proposal Tab 4 - Experience of Personnel (continued)**

### **Summary of Qualifications Form**

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

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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



## Proposal Tab 5 – Equipment

No Vehicle used in servicing this Contract shall be more than four (4) years old as of November 3, 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 purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on City's streets.

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

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

### Residential MSW

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

### Residential Bulk Collection (Grapple and/or Rear Load)

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

### Residential Recycling

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

### Front Load Commercial Collection

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

**Roll Off 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 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 for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

## Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How Contractor intends to provide service for the normal collection of garbage and, if selected, recycling materials. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's proposed method of collection for Brush and Bulky Items demonstrating the benefits of their approach. (Disaster events will be covered in a separate section). Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
3. Describe Contractor's procedures to be used by City to schedule and assure reliable container delivery for new locations and special event collections.
4. 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.
5. 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.
6. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. Include all Arkansas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
7. **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:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, dumpsters, and Roll-off containers 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).
- 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 before the initiation of service.

## Proposal Tab 8 – Rates and Services

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

### Option A

#### Exclusive Residential and Commercial Collection

(Roll Off is open market)

<i>MSW Collection 1 x week in one 96-gallon cart- Bulk and Brush collect 1 x week</i>	\$ _____
---	----------

### Option B

#### Exclusive Residential and Commercial and Roll Off Collection

<i>MSW Collection 1 x week in one 96-gallon cart- Bulk and Brush collect 1 x week</i>	\$ _____
---	----------

### Option C

#### Exclusive Residential and Recycling and Commercial Collection

(Roll Off is open market)

<i>MSW Collection 1 x week in one 96-gallon cart- Bulk and Brush collect 1 x week Recycling Collection 1 x week in one 96-gallon cart-</i>	\$ _____
--	----------

### Option D

#### Exclusive Residential, Recycling, and Commercial and Roll Off Collection

<i>MSW Collection 1 x week in one 96-gallon cart- Bulk and Brush collect 1 x week Recycling Collection 1 x week in one 96-gallon cart-</i>	\$ _____
--	----------

***Additional Carts (to be calculated using 5% of home count for extra MSW carts)***

<i>Each additional MSW 96-gallon cart</i>	\$ _____
---	----------

***Unusual Accumulation Waste Collection***

*To be calculated using .05% of homes – at 15 minutes each and 3 yards/collection*

***Fee to be determined by estimated time – not portal to portal***

<i>Rate per hour for Vehicle (any type) and Crew</i>	\$ _____
<i>Disposal Fee per yard collected (not per ton)</i>	\$ _____

***Disaster Management***

<i>Rate per hour for Roll Off truck and Container</i>	\$ _____
<i>Rate per hour for Grapple Truck</i>	\$ _____
<i>Rate per hour for Rear Load Truck and Crew</i>	\$ _____
<i>Disposal Fee per ton collected</i>	\$ _____

***Small Commercial***

<i>One cart 1 x week</i>	\$ _____
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## COMMERCIAL FRONT LOAD RATES

Rates reflect amounts NET to Contractor

FEL – include all disposal costs.

Extra Pickups will be calculated based on 10% of total containers by each size

Size	1x	2x	3x	4x	5x	6x	extra
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							

Casters (fee per month per container) \_\_\_\_\_

Locks (fee per collection per container) \_\_\_\_\_

Enclosures ( fee per collection per container ) \_\_\_\_\_

## ROLL-OFF CONTAINERS

**NO TBD ENTRIES ACCEPTED**

Rates reflect all charges that will be assessed.

Roll-Off – Temporary-

Relocate/Block Fee \_\_\_\_\_

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

Roll-Off – Permanent-

Relocate/Block Fee \_\_\_\_\_

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

**Roll-Off – Compactor –****Wash Out Fee** \_\_\_\_\_

	<b>Monthly Rental</b>	<b>Haul Rate</b>	<b>Disposal per Ton*</b>
<b>30 yd SC**</b>			
<b>35 yd SC**</b>			
<b>40 yd Receiving Container***</b>			

\* 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.

\*\*\* On Stationary Compactors put in a Monthly Rental cost for the Receiving Container only. Do not show a rate for the compactor itself. The rate for the Stationary Compactor will be negotiated between the hauling company and the waste generator.



## **Proposal Tab 9 –Disaster Management Plan**

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

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

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

**Proposal Tab 10 –Exceptions or Modifications to the Contract**

## **Proposal Tab 11 –Proposal Alternates**

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

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

## Proposal Tab 12 –Call Center and Complaint Handling

Give a **detailed description** of how incoming calls from residents and businesses will be handled.

At a ***minimum***, provide the following information:

List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to Contractor 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.

Where will the personnel that will perform this function be located?

What steps will be taken to limit time on hold – are you adding additional people to the existing call center for this contract?

How will the daily reports be prepared to the delivered to the City?

How will you provide a communication avenue for Senior Staff and Elected Officials to bypass the normal call center to get their questions answered in a timely manner?

## **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.

City Facilities At No Charge Name	Address	Quantity and Size Container	Frequency
City of PB Library	200 E 8th Ave	1 8 yard	1xwk
City of PB Opportunity House	1305 E 5t Ave	1 4 yard	1xwk
City of PB Water/Sewer Dept	1300 S Ohio St	1 6 yard	1xwk
PB Convention Center	500 E 8th Ave	1 8 yard	1xwk
PB Fire Training Academy	3216 W 7th Ave	4 96-gallon carts	1xwk
PB Parks and Rec	3007 Hazel St	1 96-gallon cart	1xwk
PB Police Internal Affairs	3039 W 28th Ave	1 96-gallon cart	1xwk
PB Library	600 S Main St	1 8 yard	1xwk
Fire Station	200 8th Ave E	1 8 yard	1xwk
Police Dept	3039 Regency Square	1 96-gallon cart	1xwk
Police Dept	1000 Myrtle N	1 8 yard	1xwk
Senior Citizens Center	1302 Washington St	1 96-gallon cart	1xwk
Senior Citizens Center	200 E 8th	1 8 yard	1xwk
Waste Water Utility	900 Island Harbor Marina Rd	1 4 yard	1xwk
Waste Water Utility	1420 Ohio St S	1 8 yard	1xwk
Waste Water Utility	1520 Ohio St S	1 8 yard	1xwk
Aviation Commission	709 Hangar Row	2 6 yards	1xwk
PB Parks and Rec	1000 Ash	1 4 yard	1xwk
PB Housing Authority		2503 Belle Mead Dr.	
Chester Hines Community Center	11TH AVE W	1 6yard	1xwk
Regional Park	1100 Regional Park Dr	3 8yard	1xwk
PB Transit	2300 Harding Ave E	1 4yard	1xwk
Taylor Field	1601 Florida S	1 8yard	1xwk
Adult Probation	2801 Olive Suite	1 6yard	1xwk
Waste Water Utility	2703 Port Rd	1 6yard	On call
Boys and Girls Club	2701 W Short Reeker Ave	1 6yard	1xwk
Miller Community Center	1000 S Ash St	1 8yard	1xwk
Pine Bluff Animal Control	901 Haverty St.	1 4yard	1xwk
Ed Brown Little League	34 Catalpa St	1 8yard	On Call
PB Western Little League Park	5701 W 21st Ave.	1 8yard	On Call
PB Wastewater	2000 Bush	1 4yard	On Call
Hestand Stadium	420 Blake	1 8yard	1xwk
PB Police Department	305 E 6th	1 4yard	On call
PB Fire Station	1805 Moreland St	2 96-gallon cart	1xwk
PB Parks and Rec	1000 Townsend Dr	1 8yard	1xwk
Oak Park Animal Hospital	3201 S. Catalpa St	1 4yard	1xwk
PB Aquatic Center	400 E 11th Ave	1 8yard	1xwk

Special Events 4 Cleanups Annually – Up to four 30 yard roll off containers for each event at no charge.

1 weekend monthly City Clean up - Free Disposal at Jefferson County Landfill Pine Bluff Public Works

## APPENDIX B Performance Bond Form

STATE OF ARKANSAS                   §  
COUNTY OF JEFFERSON           §

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

WHEREAS, the Principal has entered into a certain written contract with City, dated the\_\_ day of \_\_\_\_\_, 2022, for Pine Bluff 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:

Name \_\_\_\_\_

Address \_\_\_\_\_

## **APPENDIX C: Specifications For Carts**

1. Vendors shall provide certification that the cart provided to the City is an injection-molded rollout container that contains two (2) hinge pins, two (2) plastic wheel assemblies, a solid steel axle, and is compatible with both fully and semi-automated arm lifter systems with a capacity of 96-gallons.

Carts must be assembled and manufactured in the USA.

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

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

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

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

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

Markings for both MSW and Recycling Carts:

A Logo and Vendor Name and/or Logo hot stamped in white letters, which is to be water-resistant, approximately 1" in height on one side.

b. A 6 - 8-digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that is to be water-resistant and approximately 1" in height on the same side as (a) above.

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

18. Delivery shall be F.O.B. City of Pine Bluff, Designated Staging Locations. City is willing to work with the successful vendor for designated staging areas.

19. City will require a sample from the successful vendor before the placement of the full order of poly carts.



**APPENDIX D: Residential Service Tonnage**  
Supplied by Contractor

<b>Month</b>	<b>Residential</b>	<b>Commercial</b>	<b>Roll Off</b>
<b>January</b>	<b>2122</b>	<b>1104</b>	<b>1733</b>
<b>February</b>	<b>1968</b>	<b>1170</b>	<b>1756</b>
<b>March</b>	<b>2056</b>	<b>1182</b>	<b>1786</b>
<b>April</b>	<b>2210</b>	<b>1196</b>	<b>1947</b>
<b>May</b>	<b>2198</b>	<b>1205</b>	<b>1828</b>
<b>June</b>	<b>2000</b>	<b>1041</b>	<b>1588</b>
<b>July</b>	<b>2223</b>	<b>1193</b>	<b>1608</b>
<b>August</b>	<b>1991</b>	<b>1098</b>	<b>1999</b>
<b>September</b>	<b>1870</b>	<b>1158</b>	<b>1801</b>
<b>October</b>	<b>1967</b>	<b>1180</b>	<b>1837</b>
<b>November</b>	<b>1993</b>	<b>1118</b>	<b>1332</b>
<b>December</b>	<b>2103</b>	<b>1122</b>	<b>1392</b>
<b>Total</b>	<b>24,705</b>	<b>13,768</b>	<b>20,609</b>

**APPENDIX E: Commercial and Roll Off Matrices  
From the Current Vendor**

**Commercial Matrix**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>2 yd price</b>	\$ 116	\$ 173	\$ 231	\$ 290	\$ 345	n/a
<b>Quantity</b>	143	1	1			
<b>4 yd price</b>	\$ 174	\$ 290	\$ 407	\$ 547	\$ 641	n/a
<b>Quantity</b>	151	6	3	2		
<b>6 yd price</b>	\$ 231	\$ 407	\$ 582	\$ 757	\$ 947	
<b>Quantity</b>	80	33	7			
<b>8 yd price</b>	\$ 290	\$ 525	\$ 756	\$ 990	\$ 1223	\$ 1741
<b>Quantity</b>	119	73	64	4	15	

**Small Commercial Business collected by Residential Truck**

<b>1 x week in 96-gallon cart</b>	<b>303 customers</b>	<b>\$34.20</b>
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## From the Current Vendor

### Roll-Off

Roll-Off Temporary	Delivery	Daily Rent	Haul	Ton	Quantity Hauls
<b>20-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 346.51</b>	Currently Flat Rate	<b>19</b>
<b>30-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 494.14</b>	Currently Flat Rate	<b>219</b>
<b>40-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 550.29</b>	Currently Flat Rate	<b>75</b>

Roll-Off Permanent	Delivery	Daily Rent	Haul	Ton	Quantity Hauls
<b>20-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 346.51</b>	Currently Flat Rate	<b>11</b>
<b>30-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 494.14</b>	Currently Flat Rate	<b>523</b>
<b>40-yard</b>	<b>\$ 68.93</b>	<b>\$ 5.09</b>	<b>\$ 550.29</b>	Currently Flat Rate	<b>318</b>

Roll-Off Compactor	Haul Rate	Tons per haul	Quantity Hauls
<b>30-yard s/c</b>	<b>n/a</b>	<b>6</b>	<b>2.5</b>
<b>35-yard s/c</b>	<b>n/a</b>	<b>0</b>	<b>0</b>
<b>40-yard receiver</b>	<b>n/a</b>	<b>5</b>	<b>11</b>

## **APPENDIX F: MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT**

This Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract ( "Contract" ), is entered as of the Effective Date by and between the City of Pine bluff (hereinafter called "City" ), an Arkansas City of the First Class municipality, and \_\_\_\_\_, an Arkansas company qualified to do and doing business in the State of Arkansas (hereinafter called "Contractor" ), 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 Solid Waste kept and accumulated by residential and multi-family neighborhoods; and Commercial and Industrial customers; 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 in accordance with state law that Contractor provides the best value for Solid Waste services for City's residents; and

**WHEREAS**, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential garbage and trash, commercial and industrial 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 residential garbage and trash, commercial and industrial 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** 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 \$42,660, however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed. The reimbursement shall take place within the first thirty (30) days of the award of the 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 AND FRANCHISE; TERM**

**1.1 Grant of Contract and Franchise.** 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 and transportation, and disposal during the Term of this Contract from all Residential, Commercial and Industrial Customers located within City's incorporated limits; 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 Municipal Facilities.

**1.2 Initial Term.** The Initial Term of this Contract shall commence on November 3, 2025 (the "**Commencement Date**") and shall end on October 31, 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 November 1, 2029 to be effective. Notwithstanding anything regarding City's exercise of the Extension Term, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Day, as original established and/or extended by the first Extension Term, if applicable.

## **II. DEFINITIONS**

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

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 Pine Bluff's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

**"Acceptable Waste"** means any non-hazardous waste that is Solid Waste, including Yard Waste, Trash, Bundles, Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for

“Unacceptable Waste,” as defined herein.

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

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

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

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

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

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

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

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

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

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

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

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

“**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.

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

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

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

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

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

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

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

**“Disaster Management Plan”** means The Contractor’s operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services.

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

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

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

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

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

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

**“Holiday”** means New Year’s Day, Martin Luther King Jr. Day, July 4<sup>th</sup>, Memorial Day, Thanksgiving Day, and Christmas Day.

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

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

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

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

**“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 Residential Units, any Municipal Waste, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Contract that the Customer has not



requested Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly 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 Specifications.

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

**“Poly Cart”** means a 96-gallon poly cart plastic container, provided by Contractor, clearly marked for MSW equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

**“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.

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

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

**“Residential Construction Debris”** means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

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

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

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

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

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

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

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

**“Structure”** means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications, and City Facilities that the City may at its sole discretion include in the Contract.

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

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

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

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

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

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

**“Yard Waste”** means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by Refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

### III. RATES

**3.1 Base Rates.** For the services provided by Contractor pursuant to this Contract, Contractor is authorized to charge and shall receive from City the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference (“**Base Rates**”). Refer to **Section 11.1** which describes the process to be followed for billing for the **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 for changes in the CPI (hereinafter defined) until **November 1, 2026**. Commencing on **November 1, 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) , <https://www.bls.gov/news.release/cpi.t02.htm>, (the C.P.I.) shall have increased during the preceding **twelve-month** period from **August 1** of the prior year to **August 1** of the year of the rate increase computations. In the event the U.S.

Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). . No Annual Rate Adjustment shall exceed five percent (5%).

- 3.3 Regulatory Rate Adjustment.** Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to, new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract not earlier than 180 days after providing written 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 Residential Units, Commercial and Industrial materials 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 Residential Solid Waste Collection.**

One time per week collection of Acceptable Waste with the Contractor supplying one 96-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week.

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

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

Residential Unit and Municipal Facilities collection routes shall be established by

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

#### 4.3 **Residential Recycling Collection (Optional).**

One time per week collection of Recyclables with the Contractor supplying one 96-gallon poly cart per residence. All Residential collections shall be performed weekly. All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

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

#### 4.4 **Residential Brush/Bulk Collection:** Contractor will collect (i) Brush and (ii) Bulky Materials once per week on the same day the Residential Unit receives MSW and (optionally) Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:

- (a) Contains limbs exceeding four (4) feet in length or four (4") in diameter, or debris resulting from the services of a Commercial Tree Service Provider.
- (b) Is not stacked at the curb in such a manner that Contractor's employee can reasonably and safely lift the material into the collection vehicle.
- (c) Is not Debris resulting from the services of a Commercial Tree Service Provider.
- (d) Does not consist of more than four (4) cubic yards of Brush and Bulky materials per collection.
- (e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

4.3 Certain **Residential Collections are not covered under the Base Rates**. The following are not covered under the Base Rates:

- (a) The collection or disposal of Excluded Materials, and
- (b) The collection or disposal of any increased volume resulting from a flood, hurricane, tornado, ice storm, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, tornado, ice storm, or other Act of God, Contractor and City may negotiate the work to be performed by Contractor under the Disaster Management Plan provided by Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Contract.

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

4.5 **Disaster Debris Collection**. When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential Units and City Facilities within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.

4.6 **Residential Carts**, one (1) new Cart for placement of Waste ("Waste Cart") to each Residential Unit, and (if opted) one new cart for Recycling, not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart to new Residential Units constructed within City during the Term of the Contract. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart.

- (a) Contractor shall not be required to collect any Waste Materials that are not placed in the designated Cart, any Waste from a Cart that weighs more than 170 pounds, or a Cart that is not properly placed Curbside; and
- (b) Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. Where a

replacement Cart is new, the Contractor shall assess a \$75.00 charge to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

Contractor will be responsible for promptly responding to requests from and delivering Carts to Residential Customers who need a damaged Cart replaced. Contractor shall deliver a reconditioned Cart not later than five (5) business days after written notice from City or the Customer. Reconditioned Carts must be cleaned prior to delivery to the Customer. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

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

The residents will arrange with the Contractor to provide Special Needs collection. The rate for the collection of Special Needs carts shall be the same as a regular collection.

- 4.8 Right to Reject Unacceptable Waste.** Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor.

- 4.9 Adding Residential Customers.** Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from Pine bluff Water Utility.

- 4.10 Small Businesses Garbage Collection.** Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the same time each week using 96-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 96-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall notify the Small Business Garbage Generator and the Mayor or his designee if Contractor believes the Small Business Garbage Generator's Waste is not prepared and/or located in an area accessible to the Collection Vehicle; provided, however, the Mayor or his designee's determination shall be final as to such conditions and locations and whether the collection should proceed.

- 4.11 Detachable Containers-Generally.**

- (a) Prior to the Commencement Date, Contractor shall provide Detachable Containers and, if applicable, Compactor Units, to all Municipal Facilities receiving collection service under the Contract.

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

**4.12 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.

**4.13 Detachable Container Maintenance.**

- (a) Contractor shall be responsible for the maintenance and repair of Contractor's Detachable Containers damaged due to Contractor's negligence.
- (b) Contractor shall repair or replace not later than one (1) business day any Detachable Container after the City notifies Contractor of a determination that the Detachable Container does not comply with ordinance standards or constitutes a health or safety hazard.
- (c) Contractor shall remove graffiti from its Detachable Containers 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 Detachable Containers 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.
- (c) Each Detachable Container 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 Detachable Container 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 Detachable Container showing excessively damaged paint and/or an accumulation of waste residue within the Detachable Container not later than thirty (30) days after delivery of a written request by City.

**4.14 Excluded Waste.**

- (a) 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 discover 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.



- (b) 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 reasonably assists 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.

4.15 **Self-Haul** A person, business or governmental entity generating waste at its own property may use its own vehicles to collect and transport that waste from its premises to a properly licensed disposal facility, provided they comply with all applicable laws and regulations and ordinances pertaining to the collection, transportation, and disposal of such waste.

## **V. COLLECTION OPERATIONS – GENERAL PROVISIONS**

**5.1 Disposal:** Contractor shall deliver Waste collected pursuant to this Contract to a Disposal Facility, Recycling Facility or Composting Facility.

### **5.2 Hours of Collection.**

- (a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 6:00 A.M. Central Time or continue after 6:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits. Collections 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) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Municipal Facilities shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A. M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Contract Administrator, which approval shall not be unreasonably withheld, collection from a Municipal Facility shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit.
- (c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 6:00 P.M. Central Time each service day unless:

- (4) Contractor provides written notice to the Mayor or his designee 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
- (2) The Mayor or his designee determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and
- (3) The Mayor or his designee 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:

- (a) such change has been approved in writing by the Mayor or his designee, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials, Recyclable or Compost Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date the new collection dates become effective.

**5.4 Holidays.** The following shall be holidays for purposes of this contract: New Year's Day, Martin Luther King Jr. Day, July 4<sup>th</sup>, Memorial Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify the city two (2) weeks in advance of the holiday service schedule. If one of the collection days falls on a holiday, Contractor will collect waste on the next regularly scheduled business day (excluding Sunday). In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

**5.6 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) 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.

**5.7 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 Structures 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 structure 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, which tracking information can be stored and retrieved by Contractor and is 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 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.

**5.8     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.

**5.9     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.

**5.10   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 and/or Recyclable 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 Arkansas 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; and
  - (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 the City with the reports or notifications to the City's Contract Administrator 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. All information provided in the reports delivered by Contractor to City 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.** Not later than the tenth (10th) of each month during the term of this Contract, Contractor shall deliver to the Mayor or his designee in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Tonnage Collected and contain, as a minimum, the following information:

- i. Number of Households served
- ii. Monthly tonnages by each category of service
- iii. Residential MSW
- iv. Commercial and Industrial
- v. Summary of motor vehicle accidents or driving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
- vi. Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- vii. Customer complaints received by Contractor are arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
- viii. As requested by City, Contractor shall make available GPS tracking reports for residential collection.

**6.3 Annual Reports.** No later than November 1<sup>st</sup> after the end of each Contract Year, Contractor shall submit to the Contract Administrator an annual report (the "**Annual Report**") covering the immediately preceding Contract Year and include at least the following information:

- (a) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports;
- (b) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation;
- (c) A description of all public information programs undertaken with audiences reached and media used; and
- (d) With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Contract.

The obligation to submit the Annual Report for the last Contract Year shall survive the termination or expiration of this Contract. City may withhold payment of balances due to Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting

requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Contract.

## **VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE**

**7.1 Public Education Campaign.** To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

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

**7.2 City Facilities and Special Events.** Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City Facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events 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 Franchise fees including, but not limited to, (1) the one-time reimbursement of City's costs for the development of the RFP for solid waste services and the contract documents including, but not limited to, this Contract, the estimated total of which is \$42,660, payable on or before the thirtieth (30<sup>th</sup>) day after the Effective Date;
- (f) Complying with applicable laws and regulations;
- (g) Performing all work in a timely, thorough, and professional manner;
- (h) Disposing of all collected MSW at a permitted MSW Landfill;
- (i) Processing and marketing Recyclable Materials collected by Contractor from Residential Units;
- (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; and
- (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 7:00 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 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, 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 occur 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.

- 8.5 **City Facilities.** Contractor shall not charge City for collection services from City Facilities as described in Exhibit "A" 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 and Recyclable 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. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the Mayor or his designee and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the Mayor or his designee the Mayor or his designee may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, 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<sup>ii</sup> on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to Residential Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the Mayor or his designee to attempt to resolve the issue. The decision of the Mayor or his designee shall be final.
- 9.2 **Liquidated Damages Assessed.** City may assess liquidated damages to Contractor as follows:
1. **Missed collection:** \$100 per missed collection over five (5) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on the street and collections occurred on the street during the day of the complaint.

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

p.m. on regular collection days: \$1,000 per day.

- 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 (which Residential Customers are citizens and/or property owners located in City's Limits), 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 City of the First-Class municipality duly organized and validly existing under the Constitution and laws of the State of Arkansas, 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; and
- (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 this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or 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 17.05, below.

## **XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR**

### **11.1 Residential Customer Billing; Payment for Service.** Liberty Utilities Company shall provide billing and bill collection services for Residential Customers during the term of this Contract.

The City shall retain a franchise fee equal to three percent (3%) of the total collected receipts from residential units, excluding sales tax.

Contractor shall be responsible for all billings to and collections from residential customers that are not customers of Liberty Utilities Company under this agreement. Contractor shall pay City a franchise fee in the amount of three percent (3%) of total collected receipts from these residential customers. Said fee shall be due and payable to City by Contractor not later than the twentieth (20<sup>th</sup>) day of the month following said collection by Contractor.

The City, acting through Liberty Utilities Company, will provide the Contractor billing and collection services for residential customers in the corporate limits of the City of Pine Bluff, Arkansas that are also customers of Liberty Utilities Company. All refunds deemed necessary by Contractor will be made directly to the customer by Contractor.

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

The City, acting through Liberty Utilities Company, will provide Contractor with a digital summary of all sanitation collections made in the preceding month. In addition to said summary a digital monthly listing will be provided of all sanitation customers that are delinquent in their payment and a monthly detailed digital billing report listing all water customers being billed for sanitation services. The billing report will identify each water customer within the corporate city limits and the amount being billed for sanitation services. All digital reports will be prepared in Excel format..

Contractor will provide written notification to Liberty Utilities Company of the name and address of all customers to be billed at any rate other than the basic monthly rates.

Contractor will pay the City \$0.50 for each water bill that includes charges being collected for the Contractor.

The City, acting through Liberty Utilities Company, will remit monthly sanitation payments collected for the Contractor by the 15<sup>th</sup> day of each month. Monthly payments to the Contractor shall represent any sanitation payments received in the prior month, as well as all tax collected. The City shall deduct from each monthly payment to the Contractor its \$0.50 handling fee as set forth herein and the franchise fee.

The State of Arkansas, through its gross receipts' rules, requires the Contractor to remit tax collections directly to the State, Therefore, the Contractor will remit monthly sales

taxes and related reports directly to the State of Arkansas in compliance with state requirements. Any sales tax discounts received will be retained by the Contractor.

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

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

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

**11.2 Non-Paying Customers.** City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

**11.3 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 (10<sup>th</sup>) 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.

**11.4 Franchise Fee.** Contractor shall pay to City a franchise fee equal to three (3%) 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 Franchise Fee"). The Franchise 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 Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed TBD (%) of the amounts billed to the Customer excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to City as follows:

(a) Franchise 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 Franchise Fees to City not later than [REDACTED], for payments received by Contractor during the month of [REDACTED] for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise 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 Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15<sup>th</sup> day after such payment is due. Franchise 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 Franchise Fee to Customers.

## **XII. TITLE TO WASTE MATERIAL**

Title to Waste Materials and Recyclable 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. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5<sup>th</sup>) day following the date that such report is required to be delivered

to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

## **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 (30<sup>th</sup>) 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. Termination for Non-Appropriation of Funds.** Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30<sup>th</sup> occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1<sup>st</sup> for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.
- 15.6 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 and franchise for the Residential 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 Residential 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, 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 Residential 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 Residential Waste Collection services or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 17.05, 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. INSURANCE**

**16.1 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;
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract; and
- (c) Statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Contract.

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

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

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage 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.

## **XVII. 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 Arkansas, 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.

## **XVII. INDEMNITY**

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

## **XVIII. MISCELLANEOUS**

- 18.1 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.

- 18.2 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.
- 18.3 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.
- 18.4 Governing Law.** The laws of the State of Arkansas shall govern this Contract; and the venue for any action concerning this Contract shall be in the circuit courts of Washington or Benton County, Arkansas. The Parties agree to submit to the personal jurisdiction of said Court.
- 18.5 Amendments.** This Contract may be amended only by the written agreement of the Parties.
- 18.6 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.
- 18.7 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.
- 18.8 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:

Mayor  
City of Pine bluff

Pine bluff, Arkansas

If intended for Contractor:

With Copy to:

_____	_____
_____	_____
_____	_____
_____	_____

- 18.9 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.
- 18.10 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.
- 18.11 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.
- 18.12. 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.

- 18.13 Confidentiality Regarding Waste Material.** Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 18.14 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.
- 18.15 Effective Date.** The effective date of this Contract is the date upon which it is signed by the authorized representatives of both Parties (the "**Effective Date**").

***Signatures on Following Page***

**SIGNED AND AGREED** on \_\_\_\_\_, 2025.

**CITY OF PINE BLUFF, ARKANSAS**

By:

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_

**SIGNED AND AGREED** on \_\_\_\_\_, 2025.

Contactor:

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**EXHIBIT A**

**RESIDENTIAL RATES**



## EXHIBIT "B"

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

[illegible]



