

August 5, 2025

# Request For Proposal TAC 893A

## Addendum # 3

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #3 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

### QUESTIONS:

1. How frequent are bulk pick up calls?

**Response:** As stated in Section II.16 of the RFP, the City provides Bulky Waste Collection Service using its own personnel and vehicles. Residents can schedule appointments with the City on their regular weekly Trash collection day for pick-up and disposal of oversized items that are too large to be placed in Carts or bagged or bundled for collection with Trash such as appliances, furniture, mattresses, and oversized Green Waste. Residents may also dispose of construction and renovation waste through the City's Bulky Waste Collection Service provided that quantities are compliant with program limits and the material is not generated by a contractor. City Bulky Waste collection is subject to a total quantity limit of eight (8) cubic yards and a \$10 service fee per collection. The City will continue to provide this service during the new contract. Bulky Waste collection is not included in the scope of services for this RFP.

2. What percent of the residential service asks for bulk pick up's?

**Response:** As stated in Section II.16 of the RFP, the City provides Bulky Waste Collection Service using its own personnel and vehicles. Residents can schedule appointments with the City on their regular weekly Trash collection day for pick-up and disposal of oversized items that are too large to be placed in Carts or bagged or bundled for collection with Trash such as appliances, furniture, mattresses, and oversized Green Waste. Residents may also dispose of construction and renovation waste through the City's Bulky Waste Collection Service provided that quantities are compliant with program limits and the material is not generated by a contractor. City Bulky Waste collection is subject to a total quantity limit of eight (8) cubic yards and a \$10 service fee per collection. The City will continue to provide this service during the new contract. Bulky Waste collection is not included in the scope of services for this RFP.

3. Are the bulk pickups call ins or scheduled?

**Response:** As stated in Section II.16 of the RFP, the City provides Bulky Waste Collection Service using its own personnel and vehicles. Residents can

schedule appointments with the City on their regular weekly Trash collection day for pick-up and disposal of oversized items that are too large to be placed in Carts or bagged or bundled for collection with Trash such as appliances, furniture, mattresses, and oversized Green Waste. Residents may also dispose of construction and renovation waste through the City's Bulky Waste Collection Service provided that quantities are compliant with program limits and the material is not generated by a contractor. City Bulky Waste collection is subject to a total quantity limit of eight (8) cubic yards and a \$10 service fee per collection. The City will continue to provide this service during the new contract. Bulky Waste collection is not included in the scope of services for this RFP.

4. What are the free services per month being requested?

**Response:** No free service is provided with this contract.

5. What is the head clearance on trucks for residential services?

**Response:** The City is not aware of issues related to truck clearance for servicing residential customers. However, proposers are responsible for understanding the collection network and layout.

6. Is there a requirement on type of trucks being used? Can we use a combination?

**Response:** Please refer to RFP Sections IV-14 and IV 15 and Contract Section 9.1 for information on collection vehicles and vehicle fuel type and emissions requirements. Specifically refer to Contract Section 9.1.2 regarding fueling requirements and Contract Section 9.1.3 regarding collection vehicle specifications.

7. Who will be in charge of cart replacements?

**Response:** Please refer to RFP Section IV-16 and Contract Section 9.2 for information on carts. Specifically refer to Contract Section 9.2.3 regarding replacement of carts.

8. Regarding annual rate adjustment, is there a floor of zero percent, along with the ceiling of 5 percent?

**Response:** No, there is not a floor of zero percent. As discussed in RFP Section IV., adjustments may be positive or negative and shall not exceed 5% per year and are subject to approval by the Authority.

9. Will carryover of up to 2% be allowed if annual rate adjustment exceeds 5% (similar to carryover feature in Recyclables Processing agreement)?

**Response:** No, there is not a carryover provision in for the cost adjustment. Refer to Contract Section 24 for further information.

10. Will Tulsa have an ordinance prohibiting or limiting residential curbside parking, to accommodate collection service from automated side-loading trucks?

**Response:** No

11. Per Form 3.2, Option 4 – As residents may schedule appointments for Extra Trash Collection Services once per week (Draft Agreement Section 4.6 [Version2]), does the Unit Fee cover:
- One collection each week for specific customer during the month?  
**Response:** Customers would be able to schedule collection every week under Option 4.
  - Each individual scheduled collection event?  
**Response:** Yes, the contractor would invoice per residential service unit per month.
  - Universal service – all customers receive service up to once a week  
**Response:** Yes, customers will be offered the service and the Contractor will bill based on the Residential Service Units identified on the Customer List for Residential Services.
12. Contract, Section 4.8 – How frequently are manual contamination inspections currently conducted each year?  
**Response:** No request for inspections have been carried out with the current contract. This would not be a common request from the contract administrator but want to have as an option if needed.
13. Contract, Section 5.2.2 – Does the City have data or estimates on how often wait times exceed one hour, resulting in trucks being diverted to the alternate disposal facility?  
**Response:** No data available but we allow trucks to divert if over 30 minutes wait times.
14. Contract, Section 9.2.3 – What is the current inventory requirement for providing cart services?  
**Response:** We would require 600 for each cart size.
15. Contract, Section 9.4.1 – Will the Authority allow Contractor, its affiliates or subcontractors to lease collection equipment? So, change “shall be owned by” to “shall be owned or leased by...”  
**Response:** The Contractor is expected to have a long-term financial commitment to collection equipment. This can be satisfied with ownership and/or leasing.
16. Contract, Section 14 – For how long does the City anticipate the need for three employees to support the Authority? **Good with date range.**  
**Response:** The length of time for the use of three employees is approximately 90-180 days. The intent is for the employees to focus on transition support. The goal will be to have a smooth and as short a term as possible for the transition. Depending on timing of the transition implementation, the Authority may decrease or extend the length of time.

17. Contract, Section 15 – Would the Authority consider adding that no resolution is required for damage to the pavement caused by Contractor's vehicles as long as such vehicles are not overweight under applicable law?

**Response:** The intent of Contract Section 15 is hold the Contractor accountable for damage that the Contractor may cause to public and private property. A vehicle could cause damage to pavement for reasons other than being overweight. The intent of this section is to address damage and not routine maintenance.

18. Contract, Section 19.1 – Will the Authority narrow the inspection rights to books, records, data and document of Contractor related City of Tulsa RFP Questions to the services provided under this Agreement? This is similar to the language already in Section 19.5.

**Response:** Replace language in Contract Section 19.1 with the following TARE shall have access, within twenty-four hours of advance written notification to contractor, to all books, records, data, and documents of contractor related to the services provided under this Agreement for inspection and audit, at TARE's own expense. In addition, TARE shall have access, within forty-eight hours of advance written notification, to all books, records, data and documents of contractor to the extent related to the Agreement, including monthly performance, and operation related to the services provided under the Agreement, for inspection and audit, at TARE's own expense.

19. Contract, Section 26 – Will the Authority consider adding the following to the end of this section: "Title to and liability for Unacceptable Waste shall at no time pass to Contractor and shall remain with the generator of such Unacceptable Waste."?

**Response:** No changes.

20. Contract, Section 27.2 – Will the Authority accept the words "negligence or willful misconduct" before "performance or nonperformance..."?

**Response:** No changes.

21. Contract, Section 36 – Will the Authority agree to make this section mutual so that Contractor may terminate the agreement if the Authority defaults?

**Response:** No change.

22. Contract, Section 4.6 – In the two options for Extra Trash Collection (FREE or Stickered Green Waste), Is it true that the maximum number of bags per pickup, in either option, is 15?

**Response:** Refer to RFP Section IV.3 for detailed descriptions of the service levels for the four options being considered via the RFP.

23. RFP, Section II.2 – How many of each sized carts does the Authority purchase each year? Please provide a 5-year period.

**Response:** Estimated cart numbers over a 5 year period of new and existing customers. 60,000 96 gal. 4,000 64 gal. 1,000 32 gal.

24. Contract, Section 19.3 – Can the Authority provide an example of what a disposal and/or processing audit looks like?

**Response:** Let's use your response.

The disposal and processing cost audits require an accounting review and reconciliation of the tonnage by comparing records from the Contractor to the records from TARE and/or the Recovery Facility. The specific process will be discussed and documented with the selected contractor.

25. Contract, Section 21 – How many missed collections have been recorded for the last 12 months from the current vendor? How many complaint calls were generated by the current vendor?

**Response:** 5,496 missed complaints for last year, and 3,109 other complaints.

26. Contract, Section 18 – Can the Authority provide examples of the Monthly and Annual reports currently received from the Contractor?

**Response:** Added as attachment

27. Contract, Section 7.2.2 – The language states that the Authority requires an Unacceptable Set-Out Notice for materials that are left at curbside due to non-compliance. Would the Authority consider a system where the Contractor collects the non-compliant materials (other than hazardous materials) then bills the Residential Service Unit directly? Or could the Authority add the fee to the Residential Service Units invoice?

**Response:** Let's use your response.

The Authority may evaluate this proposed system as a part of the evaluation and/or negotiation phase of the RFP process. Any system would need to be documented in the Agreement between the Authority and the Contractor, including fees.

28. Contract, Section 31 – Can the authority provide all amounts of administrative charges billed in the last 10 years of the current contract? Can the authority provide an opportunity to the contractor for a "right to recover" prior to any administrative charges being pursued by the Authority? Is this currently happening in the current contract?

**Response:** One administrative charge in the last 10 yrs.

29. Contract, Section 9.2.1 – How is the current contractor today maintaining the CIN for each cart? How does this integrate into their system? Is the Contractor using the City's system to input/track this data?

**Response:** We are not using the CIN for our carts.

30. Contract, Section 9.1.3 – Please clarify the systems needed from the Contractor. Are you requesting the Contractor's system to merge real-time data with Lucy? Will the Authority accept a read-only access system that is slightly delayed from real-time data?

**Response:** The city will only need real time read-only access to their video/GPS route application system. The contractor's video/GPS route system does not need to integrate with Lucy. The contractor will need to complete work orders in the City's Lucy work management system.

31. Contract, Section 9.1.4 – Can you please clarify if there is a difference in the fleet age restrictions for everyday route trucks versus spare trucks?

**Response:** The Collection Vehicle age applies to all Collection Vehicles.

32. Can the Authority provide a copy of the current contract between the Authority and Northeast Waste Solutions, LLC?

**Response:** Philip to provide and/or recommend consulting with the TARE and/or City attorney to develop the response. Yes, added as attachment.

33. How many cart deliveries, removals, and exchanges have been performed each month in the last 12 months?

**Response:** Delivered 2,655 for the year, 601 removed for the year, and 13,773 exchanged for a different size or the cart was missing.

34. What is the total cost the Contractor incurred purchasing cart lids, wheels, axles, etc.?

**Response:** None.

## CHANGES:

Was (On Addendum 1)

**Response:** The following table summarizes equipment configuration for the current contractor.

| Vehicle Type        | Body Capacity | Count |
|---------------------|---------------|-------|
| Automated Side Load | 29 CY         | 12    |
| Rear Load           | 25 CY         | 18    |
| Rear Load           | 20 CY         | 4     |
| Rear Load           | 8 CY          | 7     |
| Rear Load           | 6 CY          | 1     |

Changed to:

**Response:** The following table summarizes equipment configuration for the current contractor.

### Compaction Equipment

| Vehicle Type        | Body Capacity | Count |
|---------------------|---------------|-------|
| Automated Side Load | 29 CY         | 12    |
| Rear Load           | 25 CY         | 28    |
| Rear Load           | 20 CY         | 4     |
| Rear Load           | 8 CY          | 8     |
| Rear Load           | 6 CY          | 1     |

**Non-Compaction Equipment**  
**Satellite Collection Vehicles**

15

**ADDITIONS:**

**SAMPLE REPORT**

**TARE Report  
January 2025**

**Cold Weather Operations**

Due to unusually heavy snow causing unsafe operation on residential streets, NeWSolutions suspended collection on Friday, January 10. On Monday, refuse for Friday was collected, with recyclables left to be collected the week of January 20. Normal collection operations resumed Wednesday, January 15.

**Wait Times & Diversion**

The problem of excessive diversions and wait times has improved again. We appreciate the cooperation of staff in continuing to address this matter.

For 2024, we diverted more than 2,200 loads to AEL. This compares to almost 1,800 loads diverted in the last six months of 2023.

**Sharps / Radiation / Battery Fires**

No sharps or radiation incidents since our last report last April.

However, we had another battery fire incident recently. Smoldering material in a refuse cart near 26th and Peoria was discovered January 13 and extinguished by the crew. The material was left in the cart and tagged. The melted and charred material appeared to be the remains of a cell phone.







July 22, 2025

# Request For Proposal TAC 893A

## Addendum # 2

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

### QUESTIONS:

- Can the Authority please confirm that RFID readers on collection equipment is not required as part of the contract? **RFID's will not be required.**
- Can the Authority please provide the historical number of extra trash stickers purchased for collection for 2020 – 2023? **667,500 This is the amount sold at Quik Trips**
- Under section VIII.13 Financial Capacity, Proposers are requested to provide a Dun & Bradstreet Credit Report. For companies that do not have a Dun & Bradstreet account registered, would the Authority accept an alternate to satisfy this submittal? **Please provide confirmation that your company does not have a Dun & Bradstreet account registered. For companies that cannot provide a Dun & Bradstreet Credit Report, the Authority requires that companies submit alternative information (which may include but not be limited to Experian Business). The Authority will review alternative information and reserves the right to request additional and/or clarifying information.**
- Table II-9 – According to this table, the category of “Two Carts or More” has a total of 1,303. Can the Authority please clarify if this is the total number of additional carts? **In total, 1,303 accounts (1.04 percent) have additional Recycling Carts with most of these being in the 96-gallon category. An additional 9,055 accounts (7.21 percent) do not participate in the Recycling program.**
- Can the City please provide the most recent 6 months of invoices paid to the current Contractor inclusive of service details and associated payments?  
**See information below.**

## Most recent 6 Months of Invoices paid to Current Contractor

| Status | Vendor                        | Description                                       | Gross Amount | Invoice Date |
|--------|-------------------------------|---------------------------------------------------|--------------|--------------|
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,249,152.22 | 01/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,133,974.90 | 02/28/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,135,347.79 | 03/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,135,031.71 | 04/30/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,134,924.88 | 05/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 29771 Residential Refuse & Recycling Collect FY25 | 1,135,267.15 | 06/30/2025   |
|        |                               |                                                   | 6,923,698.65 |              |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,568.09   | 01/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,638.31   | 02/28/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,662.26   | 03/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,649.81   | 04/30/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,695.13   | 05/31/2025   |
| PAID   | NORTHEAST WASTE SOLUTIONS LLC | 31705 TAC1035 Residential Green Waste Collection  | 133,735.98   | 06/30/2025   |
|        |                               |                                                   | 801,949.58   |              |

**Total invoiced amount for the past 6 months for green waste collection and R&R Collection:**

July 10, 2025

# Request For Proposal TAC 893A

## Addendum # 1

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

### QUESTIONS:

1. Can the Authority provide any specialized equipment that the current hauler uses for collection (smaller trucks, etc.).

**Response:** The following table summarizes equipment configuration for the current contractor.

#### Compaction Equipment

| Vehicle Type        | Body Capacity | Count |
|---------------------|---------------|-------|
| Automated Side Load | 29 CY         | 12    |
| Rear Load           | 25 CY         | 28    |
| Rear Load           | 20 CY         | 4     |
| Rear Load           | 8 CY          | 8     |
| Rear Load           | 6 CY          | 1     |

#### Non-Compaction Equipment Satellite Collection Vehicles

15

2. Table II.1: Summary of Demographic and Geographic Information. According to the table provided, there are 173,905 households, yet only 125,649 residential service units. Can the Authority please clarify why there is a difference between these totals? Can the Authority please clarify which total should be considered for budgetary and service purposes?

**Response:** The 173,905 households include single-family and multi-family housing units. The total number of households for the residential collection contract is 125,649.

3. Can the Authority please provide what fuel type is used for the current collection vehicles?

**Response:** The current collection vehicles use compressed natural gas (CNG).

4. Franchise fee. Could the Authority please provide if there is any franchise fee currently charged by the incumbent? If that is the case, what percentage is charged?

**Response:** No, there is not a franchise fee.

5. In order to analyze the current level of service provided, Could the Authority please provide tonnage reports (or disposal tickets), by day and by truck identification or load identification for the years 2023 and 2024 for each waste stream and each service area?

**Response:** Tonnage report for FY 24 was provided in Table II-12 of the RFP. Tonnage for FY 23 is provided in the following table:

| Monthly Waste and Recycling Tonnages, 2023 |                       |                              |                |              |               |
|--------------------------------------------|-----------------------|------------------------------|----------------|--------------|---------------|
| Month                                      | Trash and Extra Trash |                              |                | Bulky Waste  | Recycling     |
|                                            | Recovery Facility     | Designated Disposal Facility | Total          |              |               |
| January                                    | 9,306                 | 406                          | 9,712          | 220          | 1,602         |
| February                                   | 4,696                 | 3552                         | 8,248          | 221          | 1,525         |
| March                                      | 10,074                | 0                            | 10,074         | 337          | 1,668         |
| April                                      | 4,539                 | 4,928                        | 9,467          | 348          | 1,466         |
| May                                        | 11,154                | 559                          | 11,713         | 442          | 1,761         |
| June                                       | 5,172                 | 6709                         | 11,881         | 217          | 1,683         |
| July                                       | 5,551                 | 4411                         | 9,962          | 136          | 1,574         |
| August                                     | 9,761                 | 970                          | 10,731         | 281          | 1,640         |
| September                                  | 7,267                 | 1,855                        | 9,122          | 316          | 1,468         |
| October                                    | 2,697                 | 6,460                        | 9,157          | 264          | 1,516         |
| November                                   | 10,568                | 0                            | 10,568         | 244          | 1,527         |
| December                                   | 9,261                 | 266                          | 9,527          | 180          | 1,593         |
| <b>Total</b>                               | <b>90,046</b>         | <b>30,116</b>                | <b>120,162</b> | <b>3,206</b> | <b>19,023</b> |

6. Can the Authority please confirm if a labor company for helpers would constitute as a subcontractor?

**Response:** No.

7. Can the Authority please provide the RFID system that is utilized under the current agreement? Can the Authority please clarify if the RFID system requirement is inclusive of readers on the collection equipment or only for inventory management purposes?

**Response:** Routeware.

8. Can the Authority please provide further information as to the current level of service including number of routes and types of vehicles to collect each material type by day?

**Response:** Level of service is in the RFP in Section II.6 and Table II-3, 136 routes. Types of vehicles was answered in Question 1.

9. Table II-4: Current Fee Structure Summary. Can the Authority please clarify if the Extra Trash Stickers rate paid to the hauler is an error and supposed to be 64 cents per sticker? Or is this supposed to be 6.4 cents as indicated?

**Response:** The amount of 6.4 cents per sticker is accurate.

10. Table II-5, Modified Collection Locations – Can the Authority please confirm that there will only be 1 rate for Premium Collection Service for the upcoming contract regardless of distance as opposed to the current contract (Backyard Service vs. Extended Backyard Service)?

**Response:** Yes, that is correct. It is just one rate regardless of distance.

11. Table II-8 – According to this table, the category of “Two Carts or More” has a total of 4,362. Can the Authority please clarify if this is the total number of additional carts?

**Response:** Current count is 7,550.

12. Section II.9 Residential Service Units: Can the Authority please provide any further detail as to if there are any anticipated additions to the service area of sizeable quantities prior to the commencement date?

**Response:** The Authority is not aware of any anticipated additions to the service area of sizeable quantities prior to the commencement date.

13. Can the Authority please provide the number of Backyard Services further broken down by collection day?

**Response:** The Authority does not have data for daily quadrants.

14. Can the Authority please confirm that the contractor will be paid for all 125,649 residential units under this contract, regardless of if they participate in the Recycling program or not?

**Response:** As discussed in Section 22 Billing of the Draft Agreement, invoices shall be based on “Residential Services Units identified on the Customer List for Residential Services to be billed in accordance with the rate structure established by ordinance for services provided hereunder.” The Authority will pay the contractor based on the Residential Service Units, regardless of whether a customer participates in the Recycling program.

15. Can the Authority provide any further detail as to the seasonality of green waste participation? Has the Authority historically seen larger volumes of material during certain months/periods?

**Response:** Please refer to Table II-10 on data for green waste collection services. There are Spring and Fall seasons for green waste collections.

16. Can the Authority please clarify if there are any other areas in addition to the Friday alleyway services that require a specialized or reduced size collection vehicles?

**Response:** Friday is not the only alleyway day. Current hauler uses a satellite truck for these areas.

17. Can the Authority please confirm that green waste and extra trash bags may be collected with the same vehicle as they are disposed of as garbage?

**Response:** Yes, green waste and extra trash bags may be collected with the same vehicle as they are disposed of as garbage.



18. Can the Authority please provide further detail as to the 2024 Extra Trash Stickers broken down by service day?

**Response: No.**

19. Table II-10: Can the Authority please clarify if these dates/totals are indicative of the full-year service?

**Response: No, these dates are not inclusive of a full year of service. The Authority thought this would be important information to provide and included recent data from March through May 2025. No additional data is available.**

20. Section II-20: Can the Authority please provide the number of instances in which collection vehicles have been delayed due to radiation detection for 2024?

**Response: No data collected.**

21. Section II-22: It is understood that no administrative charges have been issued for the previous two years. However, can the Authority please provide detail as to any instances of reduced payment to the hauler (unreported tons delivered to disposal/processing, etc.) over the past 2 years?

**Response: No administrative charges in the last 2 years.**

22. Section II.24: Can the Authority please provide further detail as to the involvement of the incumbent for the Education and Outreach programs described in this section. Are there any responsibilities in terms of costs that the awarded contractor would have?

**Response: None.**

23. Section III.7: Can the Authority please clarify if the Authority Board members will be conducting the evaluation? Or is a separate group conducting the evaluation to then bring to the Authority Board for approval?

**Response: This will be a combination of Authority board and City staff.**

24. Section IV.3 – for Option 4 of the Extra Trash Services, can the Authority provide any further detail as to participation rates for residential units? The provided setout bundles in Table II-10 does not indicate how many units participated during this time period.

**Response: No data.**

25. Can the Authority please provide further detail as to the total number of cart requests by day and by month for the past 2 years?

**Response: No data.**

26. Section IV.5 – Can the Authority please provide detail as to how the incumbent currently conducts manual/electronic contamination inspection services (software utilized if electronic, quantity and types of crews/equipment if manual)?

**Response: This is currently a manual/visual process.**

27. Can the Authority please clarify if disposal and processing fees are paid directly by the Authority under their account or is the Contractor charged for these costs to then pass through the costs to the Authority?

**Response:** The Authority has separate contracts for disposal and processing services, which include payment provisions. The collection contractor is not involved in the fees for disposal and/or processing.

28. Can the Authority please provide further detail as to what software the incumbent utilizes to connect to the Authority's Lucy program for in-truck work order management?

**Response:** Just Lucy, which is a web base program.

29. Can the Authority please provide further detail as to the incumbent's involvement and support for customer service including but not limited to: program utilized to integrate with the Authority's platform, number of Customer Service personnel that receive work orders?

**Response:** Complaints go through the City's 311 system and are then converted to a Lucy work order. The City does not have staff numbers for 311.

30. Can the Authority please provide the historical rate increase percentages for the past 5 years?

**Response:** Rate increases are capped a 5% per year. The following table summarizes the changes by year.

| Fiscal Year | Percentage Increase |
|-------------|---------------------|
| 2021        | 1.650%              |
| 2022        | 2.473%              |
| 2023        | 5.0%                |
| 2024        | 5.0%                |
| 2025        | 3.493%              |

31. Section VI.1 Performance Metrics: Can the Authority please further detail was contractors are expected to provide on a daily basis as it pertains to Traffic Violations?

**Response:** Contractor shall provide documentation for at fault accidents.

32. Can the Authority provide further detail as to what information will be shared at the proposal opening?

**Response:** Being that this is a Request for Proposals, only the names of the submitters will be read..

33. Can the Authority provide further detail as to what the expectation is for the awarded contractor regarding Disaster Debris Removal? Can the Authority provide any historical data for what the incumbent has provided to support this service (quantity of crews, type of personnel, type of equipment, volume collected, etc.)?

**Response:** The Authority would like to have the option (without a requirement) to utilize the contractor for Disaster Debris Removal. Please refer to Section 38 of the Draft Agreement – Disaster Debris Removal for further detail. The City does have a separate contract for disaster debris removal.

34. Can the Authority please confirm that the disposal/recycling of end of life carts will be the responsibility of the contractor?

**Response:** Please refer to the following language that is included in Section 9.2.2 of the Draft Agreement: “The Contractor shall be responsible for recycling or disposal of Carts at the end of their useful life. The Contractor shall credit the Authority for deposits, scrap value, or any other positive revenue received from the Cart manufacturer or other sources in connection with end-of-life management of Carts.”

Can the Authority please provide the brand of carts that are currently in service?

**Response:** Toter.

35. Hazardous Waste: Can the Authority please provide further detail as to where hazardous waste is currently delivered to should it be discovered in Trash, Extra Trash, or Program Recyclables?

**Response:** The only hazardous waste encountered has been radiation. Radiation should be located and given a cool off period; then, disposed of at city contracted facility.

36. Section 5.1.3 of Draft Agreement: Can the Authority please clarify if individual detail on invoices (each residence electing for premium modified collection service) or is it preferred to receive a summarized invoice (number of residences x premium modified collection rate)?

**Response:** The summarized version is currently being used by the City.

37. Section 9.1.4 of the draft agreement: In order to provide the most beneficial proposal, as collection vehicles have a standard lifecycle of 10 years, would the Authority please change the average age limit of collection vehicles to match the initial term of the contract (10 years)? As currently worded, this would mean that the awarded contractor would need to replace their fleet during the initial term which would significantly affect the rates

**Response:** Section 9.1.4 of the Draft Agreement is amended as follows, “On the Commencement Date, all Collection Vehicles shall be less than three (3) years old. Throughout the Agreement Term, the average age of the Contractor’s Collection Vehicles shall be less than ten (10) years.”

38. Can the Authority please provide the number of instances in which MSW has been delivered to the landfill due to the Recovery Facility not having the ability to accept material each month to coincide with the tonnages outlined in Table II-12? In these instances, how is the contractor compensated for the additional time/distance it takes to bring the material to the landfill?

**Response:** Refer to the following table.

Days Per Month of Residential Waste Diverted to Landfill for 2024

| MONTH     | DAYS |
|-----------|------|
| January   | 0    |
| February  | 7    |
| March     | 6    |
| April     | 12   |
| May       | 12   |
| June      | 2    |
| July      | 4    |
| August    | 8    |
| September | 11   |
| October   | 9    |
| November  | 4    |
| December  | 4    |

# Request for Proposal

## TAC 893A

### Professional Services for: **Residential Trash and Recycling Collection**

Department: Public Works

NIGP Commodity Code(s): 910-27, 968-71, 958-96

### RFP Schedule

| EVENT                                                                                                             | DATE                                       |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| RFP Issue Date                                                                                                    | 06/24/2025                                 |
| Pre-Proposal Conference<br><i>Virtual, email buyer for invitation</i>                                             | 7/14/25 at 2:00 PM                         |
| Deadline for Questions<br><i>Submit to assigned buyer via email.</i>                                              | 08/01/2025                                 |
| Proposal Due Date<br><i>Mail or deliver to City Clerk address.<br/>Proposals open the day after the due date.</i> | 08/13/25 at 5:00 PM<br><i>Central Time</i> |

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

*All questions should be emailed with **RFP TAC 893A** in the subject line.*

**Submit proposals (sealed) to:**

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103

## TABLE OF CONTENTS

|                                                             |           |
|-------------------------------------------------------------|-----------|
| <b>TABLE OF CONTENTS.....</b>                               | <b>2</b>  |
| <b>I. OVERVIEW AND GOALS .....</b>                          | <b>22</b> |
| I.1 Purpose .....                                           | 22        |
| I.2 Tulsa Authority for Recovery of Energy.....             | 22        |
| I.3 Definitions .....                                       | 22        |
| <b>II. BACKGROUND .....</b>                                 | <b>24</b> |
| II.1 Introduction.....                                      | 24        |
| II.2 City Information.....                                  | 24        |
| II.3 Residential Service Units .....                        | 25        |
| II.4 Zoning .....                                           | 25        |
| II.5 Street Network .....                                   | 25        |
| II.6 Existing Residential Collection Services Summary ..... | 26        |
| II.7 Current Fees.....                                      | 26        |
| II.8 Proposed Changes .....                                 | 27        |
| II.9 Residential Service Units .....                        | 28        |
| II.10 Service Locations .....                               | 28        |
| II.11 Collection Frequency .....                            | 29        |
| II.12 Cart Sizes and Counts .....                           | 29        |
| II.13 Cart Ownership.....                                   | 30        |
| II.14 Seasonal Services .....                               | 30        |
| II.15 Alley Collection .....                                | 30        |
| II.16 Bulky Waste Collection .....                          | 31        |
| II.17 Extra Trash Stickers.....                             | 31        |
| II.18 Green Waste Collection .....                          | 31        |
| II.19 Recovery, Disposal, and Processing Facilities .....   | 32        |
| II.20 Rejected Loads.....                                   | 33        |
| II.21 Courtesy Collection.....                              | 33        |
| II.22 Administrative Charges.....                           | 33        |
| II.23 Material Generation .....                             | 33        |
| II.24 Education and Outreach .....                          | 34        |
| <b>III. TIMELINE.....</b>                                   | <b>35</b> |
| III.1 RFP Schedule of Events.....                           | 35        |
| III.2 Pre Proposal Conference.....                          | 35        |
| III.3 Proposal Due Date .....                               | 35        |
| III.4 Interviews .....                                      | 35        |
| III.5 Agreement Negotiations .....                          | 36        |
| III.6 Best and Final Offer .....                            | 36        |
| III.7 Contract Award Process .....                          | 36        |
| III.8 Commencement Date .....                               | 36        |



|              |                                                             |           |
|--------------|-------------------------------------------------------------|-----------|
| III.9        | Agreement Term.....                                         | 36        |
| <b>IV.</b>   | <b>SCOPE OF WORK.....</b>                                   | <b>36</b> |
| IV.1         | Introduction.....                                           | 37        |
| IV.2         | Residential Trash Collection Services.....                  | 37        |
| IV.3         | Residential Extra Trash Collection Services.....            | 37        |
| IV.4         | Residential Recycling Collection Services.....              | 38        |
| IV.5         | Optional Manual Contamination Inspection Service .....      | 39        |
| IV.6         | Optional Electronic Contamination Inspection Services ..... | 39        |
| IV.7         | Mandatory Modified Collection Service .....                 | 40        |
| IV.8         | Premium Modified Collection Services.....                   | 40        |
| IV.9         | Recovery and Disposal Facilities .....                      | 40        |
| IV.10        | Processing Facility .....                                   | 41        |
| IV.11        | Rejected Loads.....                                         | 41        |
| IV.12        | Courtesy Collections.....                                   | 41        |
| IV.13        | Administrative Charges.....                                 | 42        |
| IV.14        | Collection Vehicles .....                                   | 42        |
| IV.15        | Vehicle Fuel Type and Emissions .....                       | 42        |
| IV.16        | Carts.....                                                  | 43        |
| IV.17        | Customer Service .....                                      | 43        |
| IV.18        | Cost Adjustments.....                                       | 43        |
| IV.19        | Performance Bond.....                                       | 43        |
| IV.20        | Meetings with the Authority and City .....                  | 43        |
| IV.21        | Other Requirements of the Draft Agreement.....              | 44        |
| <b>V.</b>    | <b>DELIVERABLES.....</b>                                    | <b>44</b> |
| V.1          | Summary of Deliverables .....                               | 44        |
| <b>VI.</b>   | <b>PERFORMANCE METRICS AND CONTRACT MANAGEMENT.....</b>     | <b>45</b> |
| VI.1         | Performance Metrics.....                                    | 45        |
| VI.2         | Contract Performance Monitoring .....                       | 46        |
| <b>VII.</b>  | <b>INSTRUCTIONS FOR SUBMITTING A PROPOSAL .....</b>         | <b>46</b> |
| <b>VIII.</b> | <b>PROPOSAL REQUIREMENTS.....</b>                           | <b>47</b> |
| VIII.1       | Proposal Format .....                                       | 47        |
| VIII.2       | Cover Letter .....                                          | 48        |
| VIII.3       | Company History and Ownership.....                          | 48        |
| VIII.4       | Statement of Organization .....                             | 49        |
| VIII.5       | Company Experience.....                                     | 49        |
| VIII.6       | Project References .....                                    | 49        |
| VIII.7       | Evidence of Ability to Bond .....                           | 49        |
| VIII.8       | Method of Approach .....                                    | 49        |
| VIII.9       | Required Planning Documents .....                           | 52        |
| VIII.10      | Key Personnel .....                                         | 53        |

|            |                                                                             |           |
|------------|-----------------------------------------------------------------------------|-----------|
| VIII.11    | Respondent's Representative .....                                           | 53        |
| VIII.12    | Financial Statement .....                                                   | 54        |
| VIII.13    | Financial Capacity .....                                                    | 54        |
| VIII.14    | Recordkeeping and Reporting .....                                           | 55        |
| VIII.15    | Litigation, Regulatory Actions, and Payment of Administrative Charges ..... | 55        |
| VIII.16    | Compliance Records.....                                                     | 55        |
| VIII.17    | Financial Proposal .....                                                    | 55        |
| VIII.18    | Forms .....                                                                 | 55        |
| <b>IX.</b> | <b>EVALUATION OF PROPOSALS .....</b>                                        | <b>56</b> |
| <b>X.</b>  | <b>MISCELLANEOUS.....</b>                                                   | <b>56</b> |

**FORMS**

WH

**APPENDICES**

- APPENDIX A – MAPS
- APPENDIX B – ALLEY COLLECTION ROUTES
- APPENDIX C – DRAFT AGREEMENT

## **I. OVERVIEW AND GOALS**

### **I.1 Purpose**

With this Request for Proposal (RFP), the City of Tulsa (City), on behalf of the Tulsa Authority for Recovery of Energy (Authority), is soliciting proposals from qualified Respondents to secure Residential Solid Waste and Recycling Collection Services on a city-wide exclusive basis. Services to be provided include the following:

- Residential Trash Collection Services
- Residential Extra Trash Collection Services
- Residential Recycling Collection Services

The Authority is requesting pricing for alternative service delivery options as further described in Section [IV](#). The Authority intends to execute a ten (10)-year service agreement (Agreement) with the successful Respondent with an optional renewal term of five (5) years by mutual agreement. The Agreement will be administered on the Authority's behalf by the City under its continuing arrangement with the Authority for such contracts. Delivery of Services shall commence on October 1, 2026 (The Commencement Date).

A draft service agreement (Draft Agreement) providing the Authority's preferred terms and conditions is attached to this RFP as [Appendix C](#). The Contractor shall supply all personnel, labor, equipment, supplies, materials, authorizations and all other items and services necessary to perform the work described in the RFP (collectively, "Services"). The Contractor shall deliver all Trash, Extra Trash, and Program Recyclable Materials collected under the Agreement to disposal and processing sites supplied by the Authority.

We enthusiastically look forward to receiving your proposal.

### **I.2 Tulsa Authority for Recovery of Energy**

The Tulsa Authority for Recovery of Energy (Authority) is a public trust established under Title 60, Oklahoma Statutes, Section 176 with the City as its sole beneficiary. Established in 1977, the Authority is broadly responsible for collection, management, processing, recycling, and disposal of solid waste and recyclable materials collected from public and private entities within the City. Any Agreement resulting from this RFP shall be awarded by the Authority. The Authority is governed by a board of trustees (Authority Board). The Authority Board may seek endorsement from City Council prior to executing any Agreement resulting from this RFP.

### **I.3 Definitions**

The following capitalized terms have the following meanings when used in the RFP. Terms that are capitalized throughout the RFP but are not defined in this section shall have the meanings given in the Draft Agreement, Section [2.1](#).

- A. Addendum (plural: Addenda) – shall mean supplemental information or amendments to the RFP issued by the Authority in writing and distributed to Respondents and thereby becoming part of the RFP Documents by reference as further described in Section VII.

- B. Agreement – shall mean any contract to perform Services between the Authority and a Contractor resulting from this RFP.
- C. Authority – shall mean the Tulsa Authority for the Recovery of Energy as further described in Section I.2. and shall include its trustees, officers, employees, agents, volunteers, and representatives.
- D. Authority Board – shall mean the Authority's duly appointed board of trustees.
- E. BAFO – see “Best and Final Offer”.
- F. Best and Final Offer (BAFO) – shall mean an amendment to a Respondent's initial Proposal submission submitted by a Respondent at the Authority's request after the Proposal Due Date and prior to Contract Award in accordance with Section III.6.
- G. City – shall mean the City of Tulsa, Oklahoma, and shall include the City's elected officials, officers, employees, agents, volunteers, and representatives.
- H. City Council – shall mean the elected governing body of the City of Tulsa, Oklahoma.
- I. Commencement Date – shall mean the date that the Contractor begins performing Services as specified in Section III.1 or an amend date issued by the Authority through an Addendum.
- J. Contract Administrator – shall mean the person designated as such in the Draft Agreement, as defined in X.2.1 of the Draft Agreement.
- K. Contract Award – shall mean authorization by the Authority and execution of an Agreement with a Contractor to perform Services.
- L. Contract Rates – shall mean the Contractor's final unit prices charged to the Authority for performing Services under any Agreement resulting from this RFP as periodically adjusted in accordance with Section IV.18.
- M. Contractor – shall mean any firm or entity entering into an Agreement with the Authority to perform Services pursuant to this RFP.
- N. Deadline for Questions – shall mean the deadline for submitting questions and requests for clarification related to the RFP as specified in Section III.1 or an amended deadline as issued by the Authority through an Addendum.
- O. Draft Agreement – shall mean the Draft Agreement provided in Appendix C, including all exhibits, attachments, or Addenda thereto.
- P. Financial Proposal – shall mean a Respondent's unit prices for Services as submitted with the Proposal on Form 3: Price Sheet, or as amended by the Respondent through the negotiation process.
- Q. Proposal – shall mean a submission by a Respondent in response to this RFP providing an offer to perform Services, including the Respondent's initial response submitted prior to the Proposal Due Date, and any BAFO, question responses, or other written correspondence from a Respondent to the Authority during proposal evaluation or Agreement negotiations in accordance with Section III.5.

- R. Proposal Due Date – shall mean the deadline for submitting Proposals in response to this RFP as specified in Section III.1 or an amended deadline issued by the Authority through an Addendum.
- S. Request for Proposals (RFP) shall mean this solicitation for Proposals from Respondents to provide Services.
- T. Respondent – shall mean a firm submitting a Proposal in response to this RFP including affiliates, subcontractors, partners, or parties to joint ventures responding to the RFP, and where context requires, includes prospective Respondents.
- U. Respondent’s Representative shall mean a duly authorized person to act on the Respondent’s behalf and serve as the Authority’s point of contact during the RFP process as described in Section VIII.11.
- V. RFP – See “Request for Proposals”.
- W. RFP Documents – shall mean this RFP, the Draft Agreement, all appendices, exhibits, and attachments thereto, Addenda, and any BAFO requests from the Authority, questions or requests for clarification from the Authority, or other written correspondence from the Authority to Respondent(s) during proposal evaluation or Agreement negotiations in accordance with Section III.5.
- X. Services – shall refer to any work, services, personnel, labor, equipment, supplies, materials, authorizations or other items to be performed, provided, or supplied by the Contractor as described in the RFP Documents.

## **II. BACKGROUND**

### **II.1 Introduction**

This section provides background information about existing demographics, geography, infrastructure, solid waste management programs and services in the City. The information provided is subject to change and is provided for the reference and convenience of Respondents only. Respondents shall independently verify all information used to inform their Proposals. The Authority and the City do not guarantee the completeness or accuracy of any information provided in the RFP Documents and assume no responsibility for any reliance upon it by any Respondent.

### **II.2 City Information**

The City of Tulsa is located in northeastern Oklahoma on the banks of the Arkansas River and serves as the county seat of Tulsa County. Maps showing the City’s regional location, municipal boundaries, and major highways and streets are provided in Appendix A, [Map 1](#) and [Map 2](#). Current demographic and geographic information for the City of Tulsa and the Tulsa Metropolitan Statistical Area (Tulsa MSA) is provided in Table II-1.

**Table II-1: Summary of Demographic and Geographic Information**

| Description                                        | City of Tulsa | Tulsa MSA      |
|----------------------------------------------------|---------------|----------------|
| Total Population <sup>1</sup>                      | 410,915       | 1,044,287      |
| Total Households <sup>1</sup>                      | 173,905       | 411,320        |
| Total Residential Service Units <sup>2</sup>       | 125,649       | Not Applicable |
| Land Area, Square Miles <sup>3</sup>               | 197.8         | 6,270.3        |
| Annual Population Growth Rate (2010 – 2020 Census) | 0.53%         | 0.80%          |

1. U.S. Census Bureau, American Community Survey, 2023 ACS 1-Year Estimates, <https://data.census.gov>, accessed April 21, 2025.
2. Total Residential Service Units serviced under the existing residential collection contract as of January 31, 2025, as provided by the City of Tulsa.
3. U.S. Census Bureau, Annual Geographic Information Table, 2023 Geography Information, <https://data.census.gov>, accessed April 21, 2025.

Between the 2010 and 2020 Censuses, the Tulsa MSA, which includes Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa and Wagoner Counties experienced population growth of 0.80% per year, outpacing the national average of 0.71% per year.

### **II.3 Residential Service Units**

The Contractor shall provide Services to all Residential Service Units in the Service Area (as defined in the Draft Agreement). A Residential Service Unit is an individual dwelling unit within a structure with four (4) total dwelling units or less and designated by the Authority as an individual collection account serviced with Carts. Residential Service Units consist primarily of single-family residences, but also include duplexes, triplexes, and fourplexes.

### **II.4 Zoning**

For reference, a zoning map showing the current distribution of properties with single-family residential and other zoning designations is provided in Appendix A, [Map 3](#).

### **II.5 Street Network**

The City has a street network comprised of approximately 4,824 lane-miles of arterials streets, downtown streets, and other non-arterial streets. A breakdown of streets by category is provided in Table II-2.

**Table II-2: Street Network Summary**

| Street Category  | Lane-Miles |
|------------------|------------|
| Arterial Streets | 1,418      |
| Downtown Streets | 49         |

|                            |              |
|----------------------------|--------------|
| Other Non-Arterial Streets | 3,357        |
| <b>Total</b>               | <b>4,824</b> |

## II.6 Existing Residential Collection Services Summary

Residents currently receive Trash, Recycling, Bulky Waste, and Green Waste Collection Services. Trash, Recycling, and Green Waste Collection Services are provided through a contract with Northeast Waste Solutions, while Bulky Waste Collection Service is provided by the City. Residents currently have multiple service options, including multiple Cart sizes and collection frequencies, standard curbside service or premium service at alternate locations, and options to pay for additional Carts or purchase stickers for bagged or bundled material placed outside of Carts, as summarized in Table II-3. Residential Service Units receive Trash, Recycling, Bulky Waste and Green Waste Collection Services on the same day of the week. Current residential collection days are shown on , [Map 4](#)

**Table II-3: Existing Residential Services Summary**

|                                     | Trash                                                                                                                                                   | Recycling                                                     | Bulky Waste                                           | Green Waste                                                            |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------|
| <b>Base Fees<sup>1</sup></b>        | Monthly:\$8.46 plus \$1.20 per additional Cart.                                                                                                         | Included in base rate. Additional Carts at no cost.           | \$10 per pickup. Service by City. Excluded from RFP.  | Service included in base rate                                          |
| <b>Collection Frequency</b>         | Weekly or twice per week                                                                                                                                | Weekly                                                        | By appointment                                        | Weekly                                                                 |
| <b>Material Types</b>               | Household refuse (non-recyclable, non-hazardous)                                                                                                        | Single stream Program<br>Recyclable Material                  | Oversized items too large for Carts, bags, or bundles | Grass, leaves, plant cuttings, brush and limbs                         |
| <b>Collection Container/ Method</b> | 96-gallon, 64-gallon, or 32-gallon Carts                                                                                                                | 96-gallon or 48-gallon Carts                                  | Items set out at curb, no container                   | Clear plastic bags, or bundles                                         |
| <b>Setout Limits/ Requirements</b>  | Bagged refuse in Cart. Stickers may be purchased for out-of-Cart bags                                                                                   | Unbagged material in Cart. Out-of-Cart materials not accepted | Maximum 8 cubic yards. No contractor waste            | Limit 15 bags/ bundles. Stickers not required. Co-collected with trash |
| <b>Disposal/ Diversion Method</b>   | Waste-to-energy facility or landfill                                                                                                                    | Processed at MRF                                              | Waste-to-energy facility or landfill                  | Waste-to-energy facility or landfill                                   |
| <b>Additional Information</b>       | Residents may pay a premium to receive Backyard Service (up to 100 feet from the curb) or Extended Backyard Service (more than 100 feet from the curb). |                                                               |                                                       |                                                                        |

1. Base fee for once per week 96-gallon trash and recycling Carts at the curb. Additional options available as further described in Section II.7. Fees paid to the contractor by the Authority excluding Cart purchase, Authority/City administrative costs, recycling processing and disposal costs which are paid directly by the Authority/City.

## II.7 Current Fees

The current contractor's fee structure for Residential Trash, Extra Trash, and Recycling Collection Services described in this section is provided in Table II-4 for reference.



**Table II-4: Current Fee Structure Summary**

| Service Type <sup>1</sup> | Dollars per Household per Month |         |         |                |         |         |
|---------------------------|---------------------------------|---------|---------|----------------|---------|---------|
|                           | Once per Week                   |         |         | Twice per Week |         |         |
|                           | Cart Size, Gallons              |         |         |                |         |         |
|                           | 32                              | 64      | 96      | 32             | 64      | 96      |
| Curbside                  | \$7.95                          | \$8.08  | \$8.46  | \$14.60        | \$14.72 | \$15.11 |
| Premium Backyard          | \$12.98                         | \$13.11 | \$13.49 | \$24.65        | \$24.78 | \$25.16 |
| Premium Extended Backyard | \$16.80                         | \$16.93 | \$17.31 | \$32.29        | \$32.41 | \$32.79 |
| Additional 96-Gallon Cart |                                 |         | \$1.12  |                |         | \$1.12  |
| Extra Trash Stickers      | \$0.064 per Sticker             |         |         |                |         |         |

1. Collection fees paid to the contractor by the Authority for Residential Trash, Extra Trash, and Recycling Collection Services excluding Cart purchase, Authority/City administrative costs, recycling processing and disposal costs which are paid directly by the Authority/City.

## II.8 Proposed Changes

The Authority is considering potential changes to existing programs through this RFP as further described in Section IV: Scope of Work. A summary of potential program changes is provided in Table II-5.

**Table II-5: Proposed Changes to Existing Collection Programs**

| Program / Service      | Proposed Change(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Trash Collection       | <ul style="list-style-type: none"> <li>Residential Trash Collection Services shall be provided once per week in 96-gallon, 64-gallon, or 32-gallon Carts.</li> <li>Twice per week collection will not be offered in the contract solicited through this RFP. No pricing has been requested for twice-per-week service.</li> <li>Respondents shall submit base pricing for a fully automated service option with no material permitted outside of Carts (Residential Trash Collection Services).</li> </ul>                   |
| Extra Trash Collection | <ul style="list-style-type: none"> <li>Respondents shall submit separate pricing for multiple options that would allow Residents to continue to place additional Trash Bags, Green Waste Bags, Green Waste Bundles and Christmas Trees (Extra Waste) outside of Trash Carts</li> <li>The Authority shall select no more than one (1) of these Extra Trash Collection options.</li> </ul>                                                                                                                                     |
| Recycling Collection   | <ul style="list-style-type: none"> <li>Residential Recycling Collection Services shall be provided once per week in 96-gallon Carts.</li> <li>The 48-gallon recycling Cart option will not be offered in the contract solicited through this RFP. No pricing has been requested for Recycling service in 48-gallon Carts.</li> <li>The Contractor shall continue to service the existing 48-gallon Recycling Carts already in service on the Commencement Date at the proposed Contract Rate for 96-gallon Carts.</li> </ul> |
| Green Waste Collection | <ul style="list-style-type: none"> <li>Although Green Waste was originally intended to be separately collected and composted when the program was implemented in</li> </ul>                                                                                                                                                                                                                                                                                                                                                  |

| Program / Service             | Proposed Change(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <p>2014, it is currently co-collected and managed with trash due to limited processing options.</p> <ul style="list-style-type: none"> <li>The RFP requests pricing for options that would allow Residents to continue to receive a discount for Green Waste under “Extra Trash Collection”, but the RFP does not treat Green Waste as a separate collection program.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Modified Collection Locations | <ul style="list-style-type: none"> <li>Authority-approved Residential Service Units shall receive service at Mandatory Modified Collection Services at no additional cost in cases where collection at the Curbside is not feasible due to the age or verified physical disability of the residents or because of safety or other constraints at the curb. Replaces previous Mandatory Backyard and Mandatory Extended Backyard service categories.</li> <li>Respondents shall submit pricing to provide Premium Modified Collection Service to Residential Service Units whose owners request service at any location other than the Curbside as an optional add-on service for an additional fee. Replaces the previous Premium Backyard Service (less than 100 feet from curb) and Premium Extended Backyard Service (100+ feet from curb).</li> </ul> |

## II.9 Residential Service Units

As of January 31, 2025, there were 125,649 Residential Service Units receiving service from the Authority. A breakdown of these accounts by service location, collection frequency, Cart size, and number of Carts is provided in Table II-6 through Table II-9.

The Contractor shall provide Services at the Contract Rates to all current and future Residential Service Units in the Service Area during the Agreement Term, including those in areas that may be annexed by the City in the future.

## II.10 Service Locations

As shown in Table II-6, 93.98 percent of existing Residential Services are currently provided at the curb (Standard Curbside Service). Existing accounts that cannot be provided at the curb due to the age or verified physical disability of the residents or because of safety or other constraints at the curb (Physically Limited, Mandatory Backyard and Mandatory Extended Backyard Services) currently include 1,264 locations in total or 1.0 percent of all accounts. The Contractor is required to provide services to these locations for no additional fee.

Existing accounts where residents pay an additional fee to receive service at a location other than the curb (Premium Backyard Service and Premium Extended Backyard Service) currently include 6,305 accounts in total or 5.02 percent of all accounts.

**Table II-6: Existing Residential Service Units by Service Location**

| Service Category                    | Service Location                                                                                         | Total Units    | Percent of Total |
|-------------------------------------|----------------------------------------------------------------------------------------------------------|----------------|------------------|
| Standard Curbside Service           | Trash and Recycling placed with four (4) feet of curb                                                    | 118,080        | 93.98%           |
| Physically Limited Service          | Approved modified location for no additional fee due to age or disability                                | 882            | 0.70%            |
| Premium Backyard Service            | Modified location less than 100 feet of curb for additional fee                                          | 5,857          | 4.66%            |
| Premium Extended Backyard Service   | Modified location 100+ feet from curb for additional fee                                                 | 448            | 0.36%            |
| Mandatory Backyard Service          | Approved modified location less than 100 feet from curb for no additional fee due to constraints at curb | 347            | 0.28%            |
| Mandatory Extended Backyard Service | Approved modified location 100+ feet from curb for no additional fee due to constraints at curb          | 35             | 0.03%            |
| <b>Total</b>                        |                                                                                                          | <b>125,649</b> | <b>100.00%</b>   |

**II.11 Collection Frequency**

The current breakdown of Residential Service Units by collection frequency is provided in Table II-7. As noted previously, twice per week collection will not be offered to residents under the new contract. It may be anticipated that a significant percentage of the 3,400 accounts that currently receive twice per week collection may choose to pay for additional Carts under the new contract.

**Table II-7: Residential Service Units by Trash Collection Frequency**

| Collection Frequency | Total Units    | Percent of Total |
|----------------------|----------------|------------------|
| Weekly               | 122,249        | 97.29%           |
| Twice per Week       | 3,400          | 2.71%            |
| <b>Total</b>         | <b>125,649</b> | <b>100.00%</b>   |

**II.12 Cart Sizes and Counts**

Residents may currently choose from 96-gallon, 64-gallon, or 32-gallon Cart sizes for Trash and 96-gallon or 48-gallon Cart sizes for Recycling. Residents may also opt out of the Recycling program but are charged the full base Contract Rate for Residential Services. The current distribution of Trash and Recycling Carts is summarized in Table II-8 and Table II-9.

**Table II-8: Residential Service Units by Number and Size of Trash Carts**

| Trash Cart Size | Number of Accounts |                   |                |
|-----------------|--------------------|-------------------|----------------|
|                 | One Cart           | Two Carts or More | Total          |
| 96-Gallon       | 93,268             | 4,208             | 97,476         |
| 64-Gallon       | 19,550             | 83                | 19,633         |
| 32-Gallon       | 8,469              | 71                | 8,540          |
| <b>Total</b>    | <b>121,287</b>     | <b>4,362</b>      | <b>125,649</b> |

In total, 4,362 accounts (3.47 percent) have additional Trash Carts with most of these being in the 96-gallon category.

**Table II-9: Residential Service Units by Number and Size of Recycling Carts**

| Recycling Cart Size | Number of Accounts |                   |                |
|---------------------|--------------------|-------------------|----------------|
|                     | One Cart (or none) | Two Carts or More | Total          |
| 96-Gallon           | 114,972            | 1,283             | 116,255        |
| 48-Gallon           | 319                | 20                | 339            |
| No Recycling Cart   | 9,055              | N/A               | 9,055          |
| <b>Total</b>        | <b>124,346</b>     | <b>1,303</b>      | <b>125,649</b> |

In total, 1,303 accounts (1.04 percent) have additional Recycling Carts with most of these being in the 96-gallon category. An additional 9,055 accounts (7.21 percent) do not participate in the Recycling program.

### **II.13 Cart Ownership**

The existing Carts currently in use are purchased and owned by the Authority and will continue to be used under any Agreement resulting from this RFP. The Contractor shall be responsible for assembly, storage, maintenance and delivery of new and replacement Carts purchased by the Authority as further described in Section IV.16.

### **II.14 Seasonal Services**

Residents may dispose of natural and artificial Christmas Trees through normal Trash collection. Christmas trees may be placed outside the Cart without stickers provided that they are cut into lengths of four (4) feet or less. The cost of providing this service is included in the Contractor's base Contract Rates for other Residential Services.

### **II.15 Alley Collection**

There are currently 135 Residential Service Units that receive Trash and Recycling Collection Service in 26 different alleys. These units are currently serviced on Fridays using a reduced-size Collection Vehicle. Maps of existing alley routes are provided in [Appendix B](#). The cost of providing current and future

service in alleys is included in the Contractor's base Contract Rates for other Residential Services.

## **II.16 Bulky Waste Collection**

The City provides Bulky Waste Collection Service using its own personnel and vehicles. Residents can schedule appointments with the City on their regular weekly Trash collection day for pick-up and disposal of oversized items that are too large to be placed in Carts or bagged or bundled for collection with Trash such as appliances, furniture, mattresses, oversized Green Waste. Residents may also dispose of construction and renovation waste through the City's Bulky Waste Collection Service provided that quantities are compliant with program limits and the material is not generated by a contractor. City Bulky Waste collection is subject to a total quantity limit of eight (8) cubic yards and a \$10 service fee per collection. The City will continue to provide this service during the new contract. Bulky Waste collection is not included in the scope of services for this RFP.

## **II.17 Extra Trash Stickers**

Residents may currently place additional bags outside of their Cart for collection as Trash by applying orange "Extra Trash Stickers" that may be purchased at City Hall or any area QT location in the City. Bags may not exceed 40 pounds in weight.

Residents may also set out Green Waste in clear bags or tied into bundles no more than two (2) feet in diameter, four (4) feet long, and weighing less than 40 pounds. Residents may place up to fifteen bags and/or bundles of Green Waste at the curb each week for collection as Trash without attaching an Extra Trash Sticker.

A total of 161,500 Extra Trash Stickers were distributed in 2024. However, this figure is likely not indicative of total waste quantities outside of Carts since residents are allowed to set out Green Waste without a sticker. To help Respondents estimate Green Waste quantities, the City conducted field observations of Green Waste collection operations in spring 2025, as further described in Section II.18. Green Waste is also included in the total Trash tonnages in Section II.23.

## **II.18 Green Waste Collection**

Residents may set out Green Waste in clear bags or tied into bundles no more than two (2) feet in diameter, four (4) feet long, and weighing less than 40 pounds for collection as Trash. Residents may place up to fifteen bags and/or bundles of Green Waste at the curb each week without attaching an Extra Trash Sticker. Green Waste tonnage is included in the total Trash tonnages provided in Section II.23.

To further assist with estimation of Green Waste quantities, the City recorded the number of Green Waste bags and bundles set out for collection on multiple collection days in March-May 2025, as summarized in Table II-10.

**Table II-10: Green Waste Collection Field Observations, March-May 2025**

| Weekday   | Date       | Green Waste Bags / Bundles Collected |
|-----------|------------|--------------------------------------|
| Monday    | 03/03/2025 | 722                                  |
| Tuesday   | 03/04/2025 | 232                                  |
| Friday    | 03/07/2025 | 537                                  |
| Wednesday | 03/12/2025 | 274                                  |
| Thursday  | 03/13/2025 | 1,651                                |
| Tuesday   | 03/18/2025 | 637                                  |
| Wednesday | 03/19/2025 | 239                                  |
| Wednesday | 03/26/2025 | 422                                  |
| Thursday  | 03/27/2025 | 2,307                                |
| Tuesday   | 04/01/2025 | 708                                  |
| Thursday  | 04/03/2025 | 1,017                                |
| Friday    | 04/11/2025 | 794                                  |
| Monday    | 04/14/2025 | 1,372                                |
| Wednesday | 04/23/2025 | 239                                  |
| Tuesday   | 04/29/2025 | 412                                  |
| Wednesday | 04/30/2025 | 113                                  |
| Friday    | 05/02/2025 | 617                                  |
| Wednesday | 05/07/2025 | 336                                  |
| Thursday  | 05/08/2025 | 1,018                                |
| Tuesday   | 05/13/2025 | 240                                  |
| Wednesday | 05/14/2025 | 260                                  |
| Thursday  | 05/15/2025 | 741                                  |
| Monday    | 05/19/2025 | 742                                  |
| Thursday  | 05/22/2025 | 525                                  |
| Wednesday | 05/28/2025 | 252                                  |

**II.19 Recovery, Disposal, and Processing Facilities**

Trash, Extra Trash, and Program Recyclable Materials are currently delivered to Reworld Tulsa (Recovery Facility), American Environmental Landfill (Designated Disposal Facility) and Tulsa Recycle and Transfer (Designated MRF) under long term contracts with the Authority, as summarized in Table II-11. These facilities are expected to continue to serve as receiving facilities under any Agreement resulting from this RFP as further described in Sections [IV.9](#) and [IV.10](#)

**Table II-11: Recovery, Disposal, and Processing Facilities**

| Facility                                                            | Facility Type   | Material Type                | Address                                           | Initial Term End Date | Renewal Term End Date(s) |
|---------------------------------------------------------------------|-----------------|------------------------------|---------------------------------------------------|-----------------------|--------------------------|
| Reworld Tulsa (Recovery Facility)                                   | Waste to Energy | Trash/ Extra Trash           | 2122 S Yukon Ave, Tulsa, OK                       | 12/31/2037            | 12/31/2042               |
| American Environmental Landfill Inc. (Designated Disposal Facility) | Landfill        | Trash/ Extra Trash           | 207 N. 177 <sup>th</sup> W. Ave. Sand Springs, OK | 06/30/2033            | 06/30/2035<br>06/30/2037 |
| Tulsa Recycle & Transfer (Designated MRF)                           | MRF             | Program Recyclable Materials | 1150 N. Peoria, Ave. Tulsa, OK                    | 09/30/2035            | 09/30/2039<br>09/30/2043 |

**II.20 Rejected Loads**

As further discussed in Section [IV.11](#), the Recovery Facility and Designated MRF may reject loads containing unacceptable materials including but not limited to materials that are hazardous, that contain materials potentially harmful to the receiving facility's personnel, equipment or process, or that contain excessive Contamination.

The Recovery Facility is equipped with radiation detection equipment which may occasionally detect low levels of radiation in Residential Trash resulting from contact with residents exposed to radiation through medical diagnostic tests or treatments. In such circumstances, the Recovery Facility's standard procedure is to park the vehicle until radiation reaches undetectable levels, which normally occurs within a few hours. Except for a few such instances, there have been no rejected loads during the previous two years.

**II.21 Courtesy Collection**

The Contract Administrator may request a Courtesy Collection in situations where a Resident vacates a Residential Service Unit and cancels Residential Service but leaves the Trash Cart full. If the Contract Administrator requests a Courtesy Collection, the Contractor shall send a Collection Vehicle to the Residence specified in the Contract Administrator's work order to empty the Trash Cart as further described in Section [IV.12](#). The Contract Administrator may request a Courtesy Collection on a weekday other than the Scheduled Collection Day for the specified Residential Service Unit. City staff estimate that Courtesy Collection requests currently occur approximately five times per week, on average. The actual quantity is variable and subject to change.

**II.22 Administrative Charges**

As further discussed in Section [IV.13](#), the Contract Administrator may assess Administrative Charges to recover Authority and City costs related to failure of the Contractor to fulfill its obligations under the Agreement. No Administrative Charges have been assessed by the Contract Administrator during the previous two years of the existing contract.

**II.23 Material Generation**

Table II-12 presents residential tonnages collected for calendar year 2024.



**Table II-12: Monthly Waste and Recycling Tonnages, 2024**

| Month        | Trash and Extra Trash |                              |                | Bulky Waste  | Recycling     |
|--------------|-----------------------|------------------------------|----------------|--------------|---------------|
|              | Recovery Facility     | Designated Disposal Facility | Total          |              |               |
| January      | 9,336                 | 0                            | 9,336          | 183          | 1,378         |
| February     | 8,066                 | 480                          | 8,546          | 242          | 1,516         |
| March        | 8,756                 | 330                          | 9,086          | 313          | 1,410         |
| April        | 6,585                 | 3,632                        | 10,217         | 337          | 1,536         |
| May          | 6,518                 | 4,397                        | 10,915         | 364          | 1,724         |
| June         | 8,691                 | 150                          | 8,841          | 273          | 1,438         |
| July         | 9,837                 | 299                          | 10,137         | 376          | 1,645         |
| August       | 6,781                 | 2,339                        | 9,120          | 332          | 1,548         |
| September    | 5,034                 | 3,496                        | 8,530          | 281          | 1,453         |
| October      | 7,869                 | 1,293                        | 9,162          | 252          | 1,532         |
| November     | 8,863                 | 727                          | 9,590          | 268          | 1,546         |
| December     | 9,618                 | 478                          | 10,095         | 212          | 1,729         |
| <b>Total</b> | <b>95,955</b>         | <b>17,619</b>                | <b>113,574</b> | <b>3,433</b> | <b>18,455</b> |

## II.24 Education and Outreach

The City has a well-established education and outreach program to help Residents understand program rules and procedures and recognize the important role they play in the success of the program. Some of the City's education and outreach efforts include:

- Development and maintenance of a comprehensive website:  
<https://cityoftulsa.org/government/departments/public-works/refuse-recycling/residential-services/>
- Receiving and responding to Resident emails and phone calls through the "Tulsa 311" call center
- Presentations at elementary and middle schools, and high schools as requested by the schools
- Presentations at homeowner and neighborhood associations
- Attending booths at public and sporting events
- Social media education
- Radio and TV advertising and interviews
- Intergovernmental and cross-departmental educational opportunities
- New account informational packets
- Educating customers from audit results
- Coaching when contamination is found in recycling Carts

The Contractor plays an important role in the success of these efforts and is expected to work collaboratively with the City and the Authority.

### III. TIMELINE

#### III.1 RFP Schedule of Events

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

| EVENT                                                                | DATE                |
|----------------------------------------------------------------------|---------------------|
| RFP Issue Date                                                       | 06/24/2025          |
| Pre-Proposal Conference                                              | 7/14/25 at 2:00 PM  |
| Deadline for Questions                                               | 08/01/2025          |
| PROPOSAL DUE DATE                                                    | 08/13/25 at 5:00 PM |
| Begin proposal evaluations                                           | 08/14/2025          |
| Interviews with Respondents (anticipated)                            | Week of 08/25/2025  |
| Negotiations with apparent successful Respondent begin (anticipated) | 09/04/2025          |
| Execute contract (anticipated)                                       | 09/30/2025          |
| Commencement Date (anticipated)                                      | 10/01/2026          |

#### III.2 Pre Proposal Conference

An optional virtual Pre-Proposal Conference shall be held at the date and time shown in Section III.1. Respondents shall email the Assigned Buyer shown on page 1 of the RFP to receive an invitation.

#### III.3 Proposal Due Date

The Proposal Due Date shall be August 13, 2025, at 5:00 PM, unless amended. Proposals submitted after the Proposal Due Date shall not be accepted.

#### III.4 Interviews

The Authority may request interview(s) with one or more Respondents at any time prior to Contract Award to discuss their Proposals and seek any necessary clarifications. Interviews may be virtual or in person as determined by the Authority. The Authority shall not reimburse Respondents for any costs related to the interview process.

### **III.5 Agreement Negotiations**

Exclusive or concurrent negotiations may be conducted with responsive Respondent(s) for the purpose of negotiating exceptions or otherwise altering or changing the conditions, terms and price of the proposed Agreement. Respondents shall be accorded fair and equal treatment in conducting negotiations and, except as provided by state law, there shall be no disclosure of any information derived from Proposals submitted by competing Respondents. Exclusive or concurrent negotiations shall not obligate the Authority to enter into an Agreement. In the event the Authority deems that negotiations are not progressing satisfactorily, the Authority may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with other qualified Respondents.

Respondents shall clearly state where any exception is being taken to the terms, conditions, and technical specifications in the RFP Documents and the reasons for those exceptions on [Form 6](#). By submitting a Proposal, the Respondent acknowledges and agrees that if no exception is taken on Form 6, the Services shall be performed according to the terms and conditions contained in the RFP Documents, and that the cost of performing the Services according to the terms and conditions contained in the RFP Documents is included in the Respondent's Financial Proposal.

### **III.6 Best and Final Offer**

At any time during interviews or attempted negotiation of an Agreement, the Authority may ask one or more Respondents to submit a Best and Final Offer (BAFO) on all or part of their Proposal.

### **III.7 Contract Award Process**

Any Contract Award will be made by the Authority Board as it deems to be in the best interest of the City and will, therefore, be considered final. The Authority Board may seek endorsement from City Council prior to executing any Agreement resulting from this RFP.

### **III.8 Commencement Date**

The Commencement Date shall be October 1, 2026, unless otherwise agreed in writing between the Authority and the Contractor.

### **III.9 Agreement Term**

The Initial Term shall be for a ten (10) year period beginning on the Commencement Date and ending September 30, 2036. By mutual agreement, the Authority and the Contractor shall have the option to renew the Agreement for an Optional Renewal Term of five (5) additional years as further described in Draft Agreement Section [4.2: Term of Agreement](#)

## **IV. SCOPE OF WORK**

This RFP Section IV provides a summary of Services solicited through the RFP. Respondents shall review the Draft Agreement and all RFP Documents for the complete scope of services. Unless identified as an exception on Form 6, the

Contract Rates in the Respondent's Financial Proposal include the cost of complying with all terms and conditions of the RFP Documents regardless of whether such terms and conditions are referenced in this Section IV.

#### **IV.1 Introduction**

Through this RFP, the Authority is soliciting Proposals from qualified Respondents to provide the following Services to Residential Service Units in the Service Area on an exclusive basis.

- Residential Trash Collection Services
- Residential Extra Trash Collection Services
- Residential Recycling Collection Services
- Mandatory Modified Collection Services
- Premium Modified Collection Services
- Optional Electronic Contamination Monitoring

In addition, the Authority is requesting pricing to perform the following service on a non-exclusive basis.

- Optional Manual Contamination Monitoring

#### **IV.2 Residential Trash Collection Services**

The Contractor shall provide Residential Trash Collection Services to all Residential Service Units in the Service Area once per week using 96-gallon, 64-gallon, or 32-gallon Carts, as further described in Draft Agreement Section [4.4](#). Residents may request additional 96-gallon Trash Carts for an additional fee.

Respondents shall enter proposed Contract Rates for Residential Trash Collection Services On [Form 3.1](#) which are subject to the following:

- Contract Rates include collection of Trash in Carts from Residential Service Units in the Service Area and delivery to the Recovery Facility or Designated Disposal Facility.
- Contract Rates exclude disposal fees at the Recovery Facility or Designated Disposal Facility, which are paid separately by the Authority.
- Contract Rates exclude collection of any Extra Trash placed outside of Carts, which is priced separately on Form 3.2.
- Contract Rates exclude the cost of Cart purchase and delivery to the Contractor's receiving and storage facility, which are paid separately by the Authority.
- Contract Rates include storage, assembly, initial delivery, maintenance, repair, management, and removal of Carts in accordance with Draft Agreement Section 9.2.

#### **IV.3 Residential Extra Trash Collection Services**

Extra Trash includes Trash Bags, Green Waste Bags, Green Waste Bundles, and Christmas Trees placed outside the Trash Cart at the Curbside. The

Contractor shall provide collection of Extra Trash to all Residential Service Units in the Service Area as further described in Draft Agreement Section [4.6](#).

The Authority is considering multiple service options for collection of Extra Trash. Respondents shall submit proposed Contract Rates for the following Extra Trash Collection Options on [Form 3.2](#).

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Option 1</b> | (Status Quo) Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags shall have an Extra Trash Sticker affixed. Up to fifteen (15) Green Waste Bags or Green Waste Bundles may be set-out without affixing an Extra Trash Sticker.                                                                                  |
| <b>Option 2</b> | Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags shall have an Extra Trash Sticker affixed. Up to five (5) Green Waste Bags or Green Waste Bundles may be set-out without affixing an Extra Trash Sticker. Any additional Green Waste Bags or Green Waste Bundles shall have an Extra Trash Sticker Affixed. |
| <b>Option 3</b> | Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags, Green Waste Bags or Green Waste Bundles shall have an Extra Trash Sticker affixed. (No free Green Waste).                                                                                                                                                  |
| <b>Option 4</b> | Residents may schedule appointments for Extra Trash Collection Services <b><u>once per week</u></b> on their Scheduled Collection Day for Trash and Recycling in accordance with Draft Agreement Section <a href="#">4.6</a> (Version 2).                                                                                                                                                                         |

Proposed Contract Rates submitted on Form 3.2 are subject to the following:

- Contract Rates are additional to the base rate for Trash Cart collection in Section IV.2.
- Contract Rates include Collection of Extra Trash at the Curbside at the specified frequency and delivery to the Recovery Facility or Designated Disposal Facility.
- Contract Rates exclude disposal fees at the Recovery Facility or Designated Disposal Facility, which are paid separately by the Authority.

Extra Trash disposal occurs at the same Recovery Facility or Designated Disposal Facility as regular Trash Cart collection. The Contractor may collect Trash Carts and Extra Trash in the same Collection Vehicle or in separate Collection Vehicles according to their preferred operation method. Respondents shall describe their proposed approach to collection of Trash and Extra Trash in their Proposals.

#### **IV.4 Residential Recycling Collection Services**

The Contractor shall provide Residential Recycling Collection Services to all Residential Service Units in the Service Area once per week using 96-gallon Carts, as further described in Draft Agreement Section [4.7](#). Residents may request additional 96-gallon Recycling Carts for an additional fee.

Respondents shall enter proposed Contract Rates for Residential Recycling Collection Services On [Form 3.3](#) which are subject to the following:

- Contract Rates include collection of Program Recyclable Material in Carts from Residential Service Units in the Service Area and delivery to the Designated MRF.
- Contract Rates exclude processing fees at the Designated MRF, which are paid separately by the Authority.
- Contract Rates exclude the cost of Cart purchase and delivery to the Contractor's receiving and storage facility, which are paid separately by the Authority.
- Contract Rates include storage, assembly, initial delivery, maintenance, repair, management and removal of Carts in accordance with Draft Agreement Section 9.2.

#### **IV.5 Optional Manual Contamination Inspection Service**

The Authority requests pricing from Respondents to provide trained and supervised crews to inspect Set-Outs of Program Recyclable Materials in blocks of up to 250 adjacent Residential Service Units per event, record data, affix Unaccepted Set-Out Notices to excessively contaminated Set-Outs and provide summary reports to the Contract Administrator as further described in Draft Agreement Section [4.8](#). This Service shall be provided on a non-exclusive basis.

Respondents shall enter their proposed Contract Rate per inspection event, minimum and maximum inspection events per year, and minimum time between inspection events on [Form 3.4](#) and describe their proposed method of approach in their Proposals.

#### **IV.6 Optional Electronic Contamination Inspection Services**

The Authority requests pricing from Respondents to equip one (1) or more Collection Vehicles with an on-board electronic contamination monitoring system (Monitoring System) capable of identifying contaminated Recycling Carts as they are unloaded into the Collection Vehicle and automatically recording geolocation data where contaminated Carts were picked up in an electronic database where the data can be accessed and downloaded by the City for the Authority as further described in Draft Agreement Section [4.9](#).

Respondents shall enter their proposed Contract Rate per vehicle to install a Monitoring System, their proposed Contract Rate per vehicle per month to operate and maintain the Monitoring System, and their required lead time to install a Monitoring System in a Collection Vehicle on [Form 3.5](#)

Respondents shall submit a description of their proposed system and preliminary specifications with their Proposals, including any requirements for the City system to be able to access and download data. If the Authority decides to proceed with this option, the detailed specifications will be developed and incorporated into the final Agreement

#### **IV.7 Mandatory Modified Collection Service**

The Contractor shall be required to provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location approved by the Contract Administrator at Residential Service Units where collection at the curbside is not feasible due to the age or verified disability of the Resident(s) or because of safety or other constraints at the curb as further described in Draft Agreement Section [5.1.2](#). This service shall be included in the base Contract Rates for Trash and Recycling Collection and shall be provided at no additional cost to the Authority or Resident.

#### **IV.8 Premium Modified Collection Services**

Residents may submit requests to the Contract Administrator to receive Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location as an optional service for an additional fee (Premium Modified Collection Services) as further described in Section [5.1.3](#).

Respondents shall enter proposed Contract Rates for Premium Modified Collection Services on [Form 3.6](#). The Contract Rate for Premium Modified Collection Service is additional to the base Contract Rates for Trash and Recycling Collection and shall include only those additional costs that relate specifically to providing the Service at the approved Modified Collection Location and not at the curb.

#### **IV.9 Recovery and Disposal Facilities**

During the Agreement Term, the Contractor shall deliver Trash and Extra Trash to the Recovery Facility and Designated Disposal Facility listed in Section [II.19](#). At its sole discretion, the Authority may redirect the Contractor to an alternative Disposal Facility within twenty-five (25) straight-line miles of East 31st Street and South Pittsburgh Avenue in Tulsa, Oklahoma at no additional cost to the Authority.

As further described in Draft Agreement Section [5.2](#), the Recovery Facility shall be the primary receiving facility for Trash and Extra Trash. The Contractor shall not redirect Collection Vehicles to the Designated Disposal Facility or any other Disposal Facility without written authorization from the Contract Administrator. The Contractor may request authorization from the Contract Administrator to redirect Collection Vehicles to the Designated Disposal Facility when experiencing delays at the Recovery Facility as further described in Draft Agreement Section [5.2.2](#).

The Contractor shall not charge the Authority or the City for disposal of Solid Waste from any source other than Residential Service Units within the City. Charging the Authority or the City for disposal of Solid Waste from any other source shall be considered a breach of the Agreement and may result in termination of the Agreement by the Authority at the Authority's option. As further described in Draft Agreement Section [5.2.1](#) the Contractor shall sign a Hauler's Affidavit (Draft Contract, [Attachment 7](#)) for each load of Trash and/or Extra Trash delivered to the Recovery Facility or Designated Disposal Facility on behalf of the Authority affirming that all material contained in the load originated from Residential Service Units within the City. The Contractor shall also perform monthly audits of Trash/Extra Trash disposal quantities as further described in Draft Agreement Section [19.3](#).



#### **IV.10 Processing Facility**

During the Agreement Term, the Contractor shall deliver all Program Recyclable Materials collected pursuant to the Agreement to the Designated MRF listed in Section [II.19](#). At its sole discretion, the Authority may redirect the Contractor to an alternative MRF within twenty-five (25) straight-line miles of East 31st Street and South Pittsburgh Avenue in Tulsa, Oklahoma at no additional cost to the Authority. The Contractor shall not deliver Program Recyclable Materials collected pursuant to the Agreement to any MRF other than the Designated MRF without written authorization from the Contract Administrator. Delivery of Program Recyclable Materials collected pursuant to the Agreement to any MRF other than the Designated MRF without written authorization from the Contract Administrator shall be considered a breach of the Agreement and may result in termination of the Agreement by the Authority at the Authority's option.

The Contractor shall not charge the Authority or the City for processing Recyclable Materials from any source other than Residential Service Units within the City. Charging the Authority or the City for processing of Recyclable Material from any other source shall be considered a breach of the Agreement and may result in termination of the Agreement by the Authority at the Authority's option. As further described in Draft Agreement Section [5.3.3](#) the Contractor shall sign a Hauler's Affidavit (Draft Contract, [Attachment 7](#)) for each load of Program Recyclable Materials delivered to the Designated MRF on behalf of the Authority affirming that all material contained in the load originated from Residential Service Units within the City. The Contractor shall also perform monthly audits of Program Recyclable Material quantities as further described in Draft Agreement Section [19.4](#).

#### **IV.11 Rejected Loads**

As further described in Draft Agreement Section [8](#), the Recovery Facility and Designated MRF may reject loads containing unacceptable materials including but not limited to materials that are hazardous, that contain materials potentially harmful to the receiving facility's personnel, equipment or process, or that contain excessive Contamination. The Contractor shall include the cost of delivering full or partial loads rejected by the Recovery Facility to the Designated Disposal Facility and full or partial loads rejected by the Designated MRF to the Recovery Facility in the base Contract Rates for other Residential Services and at no additional cost to the Authority or City. Information on the number of full or partial rejected loads in previous years is provided in Section [II.20](#).

#### **IV.12 Courtesy Collections**

The Contract Administrator may request a Courtesy Collection in situations where a former Resident vacates a Residential Service Unit but leaves the Trash Cart full. If the Contract Administrator requests a Courtesy Collection, the Contractor shall send a Collection Vehicle to the Residence specified in the Contract Administrator's work order to collect the contents of the Trash Cart as further described in Draft Agreement Section [4.5](#). The City may request a Courtesy Collection on a weekday other than the Scheduled Collection Day for that Residential Service Unit. As described in Section [II.21](#), City staff estimate that Courtesy Collection requests currently occur approximately five (5) times per week, on average, but the actual quantity is variable and subject to change. The Contractor shall include the cost of providing Courtesy Collections as requested

by the Contract Administrator in the base Contract Rates for other Residential Services and at no additional cost to the Authority, City, or current Resident, regardless of the actual frequency of occurrence.

#### **IV.13 Administrative Charges**

As further described in Draft Agreement Section [31](#), the Contract Administrator may assess Administrative Charges to recover costs reasonably incurred by the Authority and the City related to failure of the Contractor to fulfill its obligations under the Agreement

As noted in Section [II.22](#), the Contract Administrator has not assessed any Administrative Charges under the existing contract in previous two years. However, the Authority reserves the right to assess Administrative Charges if the Contractor fails to fulfill its obligations under the Agreement. By submitting a Proposal, the Respondent agrees to pay the specified Administrative Charges as set forth in the Draft Agreement if assessed by the Contract Administrator and acknowledges and agrees that the specified amounts are reasonable pre-estimates of actual costs that would be incurred by the Authority and the City and are not penalties.

#### **IV.14 Collection Vehicles**

The Contractor shall purchase or lease, operate, maintain, store and replace all Collection Vehicles as required to perform Residential Services under the Agreement in accordance with Draft Agreement Section [9.1](#) and include all related costs in the base Contract Rates for Residential Services.

The Respondent shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning and routing of Collection Vehicles, work order management and photo verification of service delivery as further described in Draft Agreement Section [9.1.3](#). The City shall have real time read-only access to the onboard data systems The Respondent shall provide details about the proposed equipment, software, and systems in their Proposals. All costs to install, maintain and operate the onboard technology systems are included in base Contract Rates for Residential Services.

#### **IV.15 Vehicle Fuel Type and Emissions**

Respondents shall provide information about the type of fuel that their fleet will use and any proposed emissions standards or guarantees that would apply to the Agreement. Respondents may propose to use compressed natural gas or diesel vehicles provided that all vehicles are compliant with the United States Environmental Protection Agency's Final Rule for Phase 2 Greenhouse Gas Emissions Standards and Fuel Efficiency Standards for Medium- and Heavy-Duty Engines and Vehicles.

<https://www.epa.gov/regulations-emissions-vehicles-and-engines/final-rule-phase-2-greenhouse-gas-emissions-standards>

Respondents shall provide information about exhaust treatment technologies employed on their vehicles such as diesel particulate filters, selective catalytic reduction, or other exhaust treatment technologies.

Respondents may propose to use electric vehicles. If a Respondent proposes to use electric vehicles, the Respondent shall provide a detailed discussion of how the vehicles will be charged during normal operations and power outages, and the ability of the vehicles to perform in cold weather and/or on steep grades.

All costs related to purchase, fueling, charging, operation, and maintenance of the Contractor's Collection Vehicles shall be paid by the Contractor and included in the base Contract Rates for Residential Services, regardless of fuel type.

See Draft Agreement Section [9.1.2](#)

#### **IV.16 Carts**

Carts shall be purchased, owned, and delivered by the Authority to a Cart maintenance and storage facility supplied by the Contractor. The Contractor shall be responsible for assembly, maintenance, delivery, and exchange of new and replacement Carts to Residential Service Units as further described in Draft Agreement Section [9.2](#) and shall include all related costs in the base Contract Rates for other Residential Services.

#### **IV.17 Customer Service**

The Contractor shall work cooperatively with the Authority and the City to deliver Services in an accessible, professional, and responsible manner. The Authority (through its arrangement with the City) shall have primary responsibility for interacting with customers through the City's website and call center. The Contractor shall supply labor, information, and resources as reasonably requested by the Authority to assist with these duties as further described in Draft Contract Section [21](#). The Contractor's costs to support the Authority's customer service efforts are included in the base Contract Rates for other Residential Services.

#### **IV.18 Cost Adjustments**

The Contract Rates shall be subject to annual adjustment as further described in Draft Agreement Section [24](#). Adjustments may be positive or negative and shall not exceed 5% per year and are subject to approval by the Authority. There shall be no other cost adjustment except as explicitly authorized in the Agreement.

#### **IV.19 Performance Bond**

Respondents shall submit with their Proposals a letter from their surety company or bank or other evidence acceptable to the Authority of ability to provide the required performance bond or letter of credit upon Contract Award as further described in Draft Agreement Section [33](#).

#### **IV.20 Meetings with the Authority and City**

During the Agreement Term, the Contractor shall meet with the Authority and City upon request, to address any issues or concerns that may arise about the Contractor's performance under the Agreement. The purpose of such meetings shall be to identify performance issues or concerns, and for the Authority, City and Contractor to work collaboratively and proactively to address and remedy any identified issues or concerns. The Contractor shall also attend in person any regularly scheduled meeting of the Authority Board, if requested.

Up to four (4) times per year by request, the Contractor's representative shall attend an in person meeting with the Contract Administrator to review key performance indicators for the previous year, planned initiatives, and needed improvements as further described in Draft Agreement Section [10.1](#).

#### **IV.21 Other Requirements of the Draft Agreement**

The Draft Agreement contains other requirements not specifically listed in the RFP. Respondents shall familiarize themselves with the entire scope of the RFP Documents. A partial listing of additional topics includes the following:

- Disposal Locations
- Processing Locations
- Rejected Loads
- Unaccepted Set-Outs
- Commingling of Materials
- Personnel
- Hours of Operation
- Holidays
- Complaints
- Transition Support
- Damage to Property
- Spillage, Leakage, and Odor
- Disaster Debris Removal
- Recordkeeping
- Reporting
- Audits and Inspections
- Billing
- Invoicing and Payment
- Insurance Requirements
- Liens
- Force Majeure
- Termination
- Acts of Default or Default
- Dispute Resolution

The Contractor's costs to comply with all requirements of the RFP Documents are included in the Contract Rates.

### **V. DELIVERABLES**

#### **V.1 Summary of Deliverables**

Key deliverables to be submitted to the Contract Administrator during the Agreement Term are summarized in Table V-1. Additional requirements for situational notifications and correspondence between the Contractor and Contract Administrator are described in the RFP Documents and are included in the Contract Rates for Residential Services.

**Table V-1: Summary of Deliverables**

| Item | Description                        | Draft Agreement Reference |
|------|------------------------------------|---------------------------|
| 1    | Transition Plan                    | Section 18.1              |
| 2    | Contingency Plan                   | Section 18.2              |
| 3    | Daily, Monthly, and Annual Reports | Section 18.3 - 18.5       |

| Item | Description                                                             | Draft Agreement Reference |
|------|-------------------------------------------------------------------------|---------------------------|
| 4    | Remote Access to Data from Onboard Collection Vehicle Technology System | Section 9.1.3             |
| 5    | Performance Bond                                                        | Section 33                |
| 6    | Insurance Certificate                                                   | Section 28.2              |
| 7    | Hauler Affidavits                                                       | Section 5.2.1 and 5.3.1   |
| 8    | Disposal Cost and Processing Cost Audits                                | Section 19.3 and 19.4     |

## VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

### VI.1 Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the Authority. The Authority looks forward to working with awarded Respondent[s] to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the Authority prior to the finalization of an agreement between parties and may be adjusted over time as needed. The Contractor is responsible for reporting events to the Contract Administrator in accordance with the daily, monthly, and annual reporting requirements in Draft Agreement, Sections [18.3](#) - [18.5](#). The City shall also record service requests and complaints received directly from the Tulsa 311 call center or other avenues and share this information with the Authority and the Contractor.

| Performance Metric                      | Data Source                                        | Data Collection Frequency | Data Collection Responsibility |
|-----------------------------------------|----------------------------------------------------|---------------------------|--------------------------------|
| Total Complaints                        | City Work Order System/<br>Contractor Notification | Continuous                | Contractor/City                |
| Average Complaint Resolution Time       | City Work Order System/<br>Contractor Notification | Continuous                | Contractor/City                |
| Missed Collections                      | City Work Order System/<br>Contractor Notification | Continuous                | Contractor/City                |
| Average Missed Collection Response Time | City Work Order System/<br>Contractor Notification | Continuous                | Contractor/City                |
| Route Completion Time                   | Contractor Notification                            | Daily                     | Contractor/ City               |
| Spills                                  | Contractor Notification                            | Daily                     | Contractor/ City               |
| At-Fault Vehicle Accidents              | Contractor Notification                            | Daily                     | Contractor/ City               |
| Traffic Violations                      | Contractor Notification                            | Daily                     | Contractor/ City               |

## VI.2 Contract Performance Monitoring

As part of the 'commitment of the City and the Authority to becoming more outcome-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

## VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- A. Proposals shall be received by **5:00 p.m. on Wednesday, August 13, 2025, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **"RFP TAC 893A, Residential Trash and Recycling Collection"**.  
**Proposals received late will be returned unopened.**
- B. Interested Respondents should submit **One (1) unbound original** and **Three (3) bound copies** of the proposal plus one (1) digital copy (USB drive). The digital copy shall be in searchable PDF format.
- C. Proposals shall be sealed and delivered to:
- Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
- D. All interested Respondents are required to register with the Buyer in order to receive updates, Addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.  
  
The City is not responsible for any failure to register.
- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Friday, August 1, 2025, by:**

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by Addendum.

- F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting  
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber**

## VIII. PROPOSAL REQUIREMENTS

To be considered, interested Respondents shall submit Proposals meeting the format and content requirements outlined in this section. The Authority reserves the right to reject Proposals failing to meet these requirements or to waive any requirement as it determines to be in the best interest of the City in its sole discretion.

### VIII.1 Proposal Format

Respondents shall submit One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive). The digital copy shall be a PDF document in searchable format. The required content of each Proposal section is summarized in Table VIII-1 and further described in the following subsections.

**Table VIII-1: Proposal Format**

| <b>Proposal Section</b> | <b>Content</b>                |
|-------------------------|-------------------------------|
| Section 1               | Cover Letter                  |
| Section 2               | Company History and Ownership |
| Section 3               | Statement of Organization     |
| Section 4               | Company Experience            |
| Section 5               | Project References            |
| Section 6               | Evidence of Ability to Bond   |
| Section 7               | Method of Approach            |
| Section 8               | Required Planning Documents   |
| Section 9               | Key Personnel                 |



| Proposal Section | Content                                                               |
|------------------|-----------------------------------------------------------------------|
| Section 10       | Respondent's Representative                                           |
| Section 11       | Financial Statement                                                   |
| Section 12       | Financial Capacity                                                    |
| Section 13       | Recordkeeping and Reporting                                           |
| Section 14       | Litigation, Regulatory Actions, and Payment of Administrative Charges |
| Section 15       | Compliance Records                                                    |
| Section 16       | Financial Proposal                                                    |
| Section 17       | Forms                                                                 |

### VIII.2 Cover Letter

The Cover Letter shall be signed by the Respondent's Representative and shall:

- A. Be presented on company letterhead
- B. Clearly state the RFP title, RFP Number, Proposal due date and time, and the Respondent's name and address
- C. Identify the name, title, contact number, email address and physical address of the Respondent's Representative
- D. Identify any subcontractors to be utilized

Additionally, the Cover Letter shall include the following statements:

- A. **Proposal Binding for One Hundred Eighty (180) Days:** The Proposal shall be binding for one hundred eighty (180) days.
- B. **Representation as to Accuracy and Completeness of Proposal:** "The information contained in this Proposal or any part thereof, including exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Respondent's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City or the Authority as to any material facts."
- C. **Authority to Bind the Company:** The undersigned has been designated to serve as the Respondent's Representative and is duly authorized to bind the company.

### VIII.3 Company History and Ownership

In addition to the information provided in the Cover Letter, Respondents shall provide an overview of company history and current ownership in narrative form.

If owned by a private equity or investment firm, please provide the name of the private equity or investment firm and when the operating entity was acquired.

#### **VIII.4 Statement of Organization**

Respondents shall provide an organization chart with information that will assist the City and the Authority in understanding the Respondent's organization. All subcontractors shall be identified, including the role of each subcontractor listed in the Proposal.

#### **VIII.5 Company Experience**

The Respondent shall describe in narrative format the Respondent's experience that is relevant to each Service. The Respondent shall communicate their company background and history, with specific focus on history in the region.

#### **VIII.6 Project References**

On Form 2, Respondents shall submit references from at least three (3) municipalities where residential trash and recycling collection services of comparable scope, size, and complexity were performed within the past five (5) years.

#### **VIII.7 Evidence of Ability to Bond**

Respondents shall submit with their Proposals a letter from their surety company or bank or other evidence acceptable to the Authority of ability to provide a performance bond meeting the requirements in Draft Agreement Section 33 if a contract is awarded to the Respondent.

#### **VIII.8 Method of Approach**

##### **VIII.8.1 Service Plan**

Respondents shall provide a service plan outlining the estimated frontline and backup staffing requirements and numbers and types of frontline and back-up Collection Vehicles required to provide the following Services starting on the Commencement Date through the first year of the Agreement and in annual increments through the 10-year Initial Term.

- Residential Trash
- Residential Extra Trash
- Residential Recycling

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

- The initial number and type of Collection Vehicles and other equipment required to perform the Services
- Makes, models and vehicle ages at Service Commencement
- Number of personnel needed for each Collection crew to conduct each Service

- Any specialized equipment that will be used for collection in alleys or other challenging areas
- Number of front line and spare vehicles to be used to perform each Service
- Size and location of facilities where equipment will be stored, maintained, and fueled
- Proposed maintenance program for Collection Vehicles, including a proposed frequency of cleaning vehicles
- Any future equipment to be acquired and a timeline for acquisition of new equipment to accommodate future growth or vehicle replacement

#### **VIII.8.2 Optional Contamination Inspection**

Respondents shall provide detailed descriptions of their proposed approach to providing Optional Manual Contamination Inspection Services (Section IV.5) and Optional Electronic Contamination Inspection Services (Section IV.6).

#### **VIII.8.3 Fuel Type and Vehicle Emissions**

Respondents shall describe the proposed vehicle fuel type, fueling locations, rated engine emissions, and details about any exhaust treatment systems to be used as further discussed in Section IV.15. Respondents that commit to exceeding the Authority's minimum emissions criteria shall receive additional points in the evaluation of Proposals.

#### **VIII.8.4 Onboard Technology**

Respondents shall provide details of onboard electronic equipment and systems for Collection Vehicles proposed in accordance with Section IV.14 and how the City and the Authority can access the data and how these systems will be used for service delivery improvement and verification.

#### **VIII.8.5 Residential Collection Schedules and Route Maps**

At least ninety (90) days prior to the Commencement Date, the Contractor shall submit routes to the Contract Administrator for approval in accordance with Draft Agreement Section [4.3](#).

If feasible, the Authority prefers not to adjust routes in a way that will change current Scheduled Collection Days. Respondents shall include in their Proposals a discussion of existing Scheduled Collection Days as shown in Appendix A, [Map 4](#) and the need for changes, if any. If changes to existing Schedule Collection Days are recommended, the Respondent shall provide a preliminary map with their Proposals identifying the proposed new boundaries for Scheduled Collection Days, the areas where existing Scheduled Collection Days will change, and the number of Residential Service Units affected.

The Contractor may submit requests to re-route Services during the Agreement Term to improve efficiency. The Contractor shall make reasonable efforts to limit the number of routing change requests. All routing change requests shall be

submitted to the Contract Administrator for approval. Authority approval of routing change requests shall not be unreasonably withheld.

Any proposed re-routing request that will change the current Collection Day for any Residential Service Units shall be submitted to the Contract Administrator at least 90 days prior to the effective date of the proposed change to provide time for the Authority to notify and educate the Residents who will be affected.

#### **VIII.8.6 Personnel**

Respondents shall meet the personnel standards set forth in Draft Agreement Section 10. Respondents shall describe the following in their Proposals:

- Number of front line and spare staff to be used to perform each Service.
- Existing policies and procedures to ensure that the personnel who are performing Services are qualified and proficient.
- Any training programs for personnel.
- Dress code that is required for personnel.
- Procedure for hiring personnel to maintain continuity of Service, particularly during labor shortages.

The Contractor shall be required to verify eligibility of all personnel to work in the United States.

#### **VIII.8.7 Unaccepted Set-Outs**

Respondents shall describe their approach to managing Unaccepted Set Outs in accordance with Draft Agreement Section 7.2, including a detailed description of their processes for managing and completing work orders.

#### **VIII.8.8 Missed Collections**

Respondents shall describe their approach to documenting and verifying missed collections and other complaints in accordance with Draft Agreement Section 13 including a detailed description of its processes for managing and completing work orders.

#### **VIII.8.9 Spillage and Leakage, Litter, Odor, and Noise**

Respondents shall describe their approach to preventing spillage, leakage, litter, odor, noise, and other nuisances and standard operating and response procedures that will be implemented to ensure that service is provided in a clean, safe, and sanitary manner without creating nuisance impacts in the community.

#### **VIII.8.10 Disaster Debris Removal**

Respondents shall describe their approach to removal of Eligible Disaster Debris including any measures to provide additional personnel and equipment to manage increased volumes as further described in Draft Agreement Section 38.

#### **VIII.8.11 Cart Management, Maintenance, and Distribution**

Respondents shall indicate how they will meet the requirements for management, maintenance, and distribution of Carts in accordance with Draft Agreement Section 9.2 by providing the following:

- The address of the planned location where Carts will be stored, managed and maintained
- Description of the Respondent's Service capabilities and the Service capabilities of any subcontractors.
- Description of Respondent's approach to inventory planning and control and coordination of new Cart purchases.
- Description of the process for ongoing delivery, storage, maintenance, repair, replacement, and warranty claims for Carts including any equipment that will be used.
- Description of inspection and quality control policy and procedures.
- Indicate the name and address of the location where Carts that reach the end of their useful lives will be sent for Recycling or Disposal.

#### **VIII.9 Required Planning Documents**

**Transition Plan(s).** Respondents shall submit a draft Transition Plan with their Proposals describing their proposed approach to provide smooth transitions at the beginning and end of the Agreement Term. No later than thirty (30) days after the Effective Date of the Agreement, the Contractor shall submit a Transition Plan to the Contract Administrator for approval which shall be consistent with the draft Transition Plan submitted with the Respondent's Proposal and the terms and conditions negotiated prior to Contract Award. Upon approval by the Authority, the final Transition Plan shall be incorporated into the Agreement by reference in accordance with Draft Agreement Section [18.1: Transition Plan](#). At minimum, the draft Transition Plan shall include information on the following topics:

- The process to transition Residential Services to Contractor upon the Commencement Date
- The transition from Contractor to subsequent person(s), entities or Authority providing Residential Services at the end of the Agreement Term
- Overall transition schedule
- Confirmation of Respondent's ability to commence operations on the Commencement Date
- Personnel responsible for execution of the Transition Plan
- Coordination with the Authority and City
- Construction or establishment of Contractor operating facilities
- Interim operating facilities (if applicable)
- Equipment purchases

- Customer communications
- Introduction of new services

**Contingency Plan:** Respondents shall submit a draft Contingency Plan with their Proposals describing their response to unplanned events that can disrupt service and/or pose a risk to human health and safety. No later than 90 days after Contract Award, the Contractor shall submit a Contingency Plan to the City for approval which shall be consistent with the draft Contingency Plan submitted with the Respondent's Proposal and the terms and conditions negotiated prior to Contract Award. Upon approval by the Authority, the Final Contingency Plan shall be incorporated into the Agreement by reference in accordance with Draft Agreement Section [18.2: Contingency Plan](#). At minimum, the Contingency Plan shall address the following topics:

- Notification procedures
- Alternate facilities, equipment, and fueling during unplanned downtime
- Load rejection at Recovery Facility, Designated MRF, or Designated Disposal Facility
- Fire prevention and response
- Spill prevention and response which shall include an on-call contract or dedicated internal resources that can be dispatched to clean up larger spills on public roadways
- Hazardous waste response, including, but not limited to procedures and proposed alternative disposal locations for Hazardous Waste discovered in Trash, Extra Trash, or Program Recyclable Materials collected by Contractor
- Collection vehicle collision response

#### **VIII.10 Key Personnel**

The Respondent shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Respondent would assign to the transition team and to the ongoing management of the Services provided under any Contract Award resulting from this RFP. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Services. Provide one-page of résumés, names, and phone numbers of municipal references of the key proposed management team members. In addition, please describe the level of experience and/or familiarity that each of the key personnel will have with the City or the Authority, whether personal or professional. At a minimum, key personnel shall include the Respondent's Representative, a general manager, an operations manager, a customer service representative, and a maintenance manager in addition to any other personnel that will have regular contact with the City or the Authority.

#### **VIII.11 Respondent's Representative**

Identify and provide contact information for the Respondent's Representative who will serve as the 'point of contact for the City and the Authority during the

RFP process and ongoing operations following Contract Award who is authorized to make decisions and act on behalf of the Respondent and/or Contractor. Provide a brief description of a communications plan between the Contractor and the City or the Authority including expected frequency of in-person coordination meetings and other forms of regular communications.

#### **VIII.12 Financial Statement**

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

#### **VIII.13 Financial Capacity**

If the Respondent intends to purchase vehicles or equipment or construct a facility, the Respondent shall provide proof of financial capacity to provide vehicles, equipment or facilities that meet the minimum requirements of the Agreement.

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

- Planned source(s) of funds for the project, including all debt and equity and approximate allocations from each source.
- Summary financial statements for the operating entity that will develop and operate this project (do not submit annual reports for publicly traded parent companies).
- Disclosure of whether the Respondent has filed bankruptcy or defaulted on any loans.
- Letters of support from lenders or other financial partners, including guarantees from parent companies if a parent company will be providing equity for the project.
- Dun & Bradstreet Credit Report.

If the Respondent intends to develop one or more facilities to provide Services, they should include a cost estimate itemized by the following categories:

- Site work and utilities
- Facility building
- Other buildings (if applicable)
- Processing equipment
- Rolling stock



#### **VIII.14 Recordkeeping and Reporting**

Respondent shall submit with their Proposal an example of their proposed format for submitting monthly reports in accordance with Draft Agreement Section 18.4, the information that will be included, and how it will be presented to facilitate the 'Contract Administrator's review of invoices and verification of service delivery and compliance with terms and conditions of the Agreement.

#### **VIII.15 Litigation, Regulatory Actions, and Payment of Administrative Charges**

Respondent shall describe any lawsuits, regulatory actions, or Administrative Charges paid during the last five (5) years in the states of Oklahoma, Texas, Arkansas, Missouri, or Kansas involving the Respondent or the Respondent's subcontractor(s), subsidiaries, or affiliates. List the amount of any Administrative Charges or other damages that were paid, the name of the jurisdiction to which such damages were paid, and the event(s) that triggered the damages.

#### **VIII.16 Compliance Records**

Respondent shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation received in the past five (5) years from public agencies related to waste management activities conducted by the Respondent or the Respondent's subcontractor(s), subsidiaries, or affiliates in the states of Oklahoma, Texas, Arkansas, Missouri, or Kansas. For each instance, provide a statement disclosing all fines, penalties, settlements, or damages of any kind paid by Respondent, Respondent's subcontractors, subsidiaries, or affiliates to public agencies.

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

- Termination of the contract.
- Mutual agreement with the customer to discontinue service.
- Any other reason.

#### **VIII.17 Financial Proposal**

The Respondent shall complete and submit Form 3: Price Sheet to provide the Authority with the Respondent's proposed Contract Rates for each Service.

#### **VIII.18 Forms**

The Respondent shall complete (Form 1 – Form 7) and include them with their Proposals providing signatures and/or notarization where requested. Failure to complete all forms may result in rejection of the Proposal.

**IX. EVALUATION OF PROPOSALS**

The approval of the selected Respondent will be subject to the final determination of the Authority Board and will be contingent on the successful completion of a contract between the Authority and the selected Respondent(s). All Proposals will be evaluated using the following criteria:

| Category                             | Total Points | What Would a Top Score Look Like?                                                                                                                                                                         |
|--------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Qualifications and Experience</i> | 25           | The Respondent has operated successfully for ten years or more with good references and proven record of performing services of similar scope and complexity.                                             |
| <i>Method of Approach</i>            | 30           | The Respondent's service plan as outlined in the proposal is well reasoned and addresses the Authority's needs as stated in the RFP. Sufficient resources have been allocated to deliver quality service. |
| <i>Financial Capacity</i>            | 5            | The Respondent has sufficient financial resources to make the required initial capital investment in facilities and vehicles.                                                                             |
| <i>Financial Proposal</i>            | 40           | The proposed price is competitive with or better than other proposals and represents good value for the quality of services that will be provided.                                                        |
| <i>Total</i>                         | <b>100</b>   | Best overall value to the Authority considering financial and non-financial criteria.                                                                                                                     |

The Authority also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**X. MISCELLANEOUS**

- A. The Authority expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the Authority may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City and the Authority.
- C. All possible Respondents are hereby notified that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the names of the Authority or the City in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the Authority or the City.
- F. Neither the Authority nor the City assume any responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The Authority and the City are bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://www.oklahoma.gov/libraries/law-legislative-reference/library-laws-and-regulations/statutes-and-rules--open-record-act.html>.

Except as required by law, neither the Authority or the City shall be under any obligation to return any materials submitted in response to this RFP request.

- H. Neither the Authority nor the City shall infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the Authority's or the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The Authority and the City each have the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- J. **Payment.** Invoices should be e-mailed to the Authority c/o City of Tulsa – Accounts Payable at: [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice in accordance with Draft Agreement [Section 23](#).

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the Contract Administrator.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, and other written documents relating to the Services. Packing lists shall be enclosed in any box or package shipped pursuant to this Agreement, indicating the content therein.

# FORMS

## FORM 1 RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:**

\_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |                                                    |                                                                |
|----------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_

Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

**Contact for Legal Notice:**

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

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

Title/Position: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: \_\_\_\_\_

## FORM 2

### RESPONDENT REFERENCES AND EXPERIENCE

#### Part A: References

Respondents shall furnish the following information for at least three (3) customers references as described in Section VIII.7. Additional copies may be attached if required.

Respondent's  
Name

---

1. Community Name

---

Name of Contact

---

Title of Contact

---

Present Address

---

City, State, Zip  
Code

---

Telephone Number ( )

---

Email Address

---

2. Community Name

---

Name of Contact

---

Title of Contact

---

Present Address

---

City, State, Zip  
Code

---

Telephone Number ( )

---

Email Address

---

3. Community Name

---

Name of Contact

---

Title of Contact

---

Present Address

---

City, State, Zip  
Code

---

Telephone Number ( )

---

Email Address

---

**Part B: Experience**

Respondents may copy this form and submit as many as applicable based on the references provided in Part A.

**Experience Information:**

Name of Community: \_\_\_\_\_

Location: \_\_\_\_\_

**Experience Overview:**

Dates of Service: \_\_\_\_\_

Contract End Date: \_\_\_\_\_

Type of Service (Residential/Commercial  
Collection, Recycling Processing, etc.)

\_\_\_\_\_

Number of Residences or  
Businesses Served

\_\_\_\_\_

**Additional Experience/Project Description:**

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



## FORM 3 PRICE SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Prices on Form 3 include any taxes applicable to the Authority or the City and are subject to adjustment in accordance with Draft Agreement Section 24.

### Form 3.1 Residential Trash Collection Services

Respondents shall enter proposed Contract Rates for Residential Trash Collection Services in the table below in accordance with RFP Section IV.2 and table footnotes.

| Service                                             | Proposed Fee |           |           | Unit                                   |
|-----------------------------------------------------|--------------|-----------|-----------|----------------------------------------|
|                                                     | Cart Size    |           |           |                                        |
|                                                     | 32-Gallon    | 64-Gallon | 96-Gallon |                                        |
| 1. Trash Collection Base Rate (1-Cart) <sup>1</sup> | \$           | \$        | \$        | Per Residential Service Unit per Month |
| 2. Additional Trash Cart(s) <sup>1</sup>            | \$           | \$        | \$        | Per Additional Cart per Month          |
| 3. Replacement Trash Cart <sup>2</sup>              | \$           | \$        | \$        | Per Cart                               |

- Includes collection of Trash in Carts from Residential Service Units in the Service Area and delivery to the Recovery Facility or Designated Disposal Facility. Excludes disposal fees at the Recovery Facility or Designated Disposal Facility, which are paid separately by the Authority. Excludes collection of any Extra Trash placed outside of Carts, which is priced separately on Form 3.2. Excludes the cost of Cart purchase and delivery to the Contractor's receiving and storage facility, which are paid separately by the Authority. Includes storage, assembly, initial delivery, maintenance, repair, management, and removal of Carts in accordance with Draft Agreement Section 9.2.
- Includes one-time cost to deliver replacement Cart and collect and manage the previous Cart, if present. Excludes cost of Cart purchase by Authority. Applies to only to lost Carts, stolen Carts, Carts damaged beyond normal wear-and-tear by actions of the Resident, or voluntary requests by Resident to change Cart sizes in accordance with Section 9.2.4. Does not apply to initial delivery of Carts to new accounts or exchanges for repairs due to normal wear-and-tear or contractor fault.

Return to RFP Section [IV.2](#)

### Form 3.2 Residential Extra Trash Collection Services

Respondents shall enter proposed Contract Rates for Residential Extra Trash Collection Services in the table below in accordance with RFP Section IV.3 and table footnotes.

| Service                                                                                                                                                                                                                                                                                                                                                                                                                            | Proposed Fee <sup>1,2</sup> | Unit                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------|
| <b>Option 1:</b> (Status Quo) Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags shall have an Extra Trash Sticker affixed. Up to fifteen (15) Green Waste Bags or Green Waste Bundles may be set-out without affixing an Extra Trash Sticker.                                                                                  | \$                          | Per Extra Trash Sticker                |
| <b>Option 2:</b> Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags shall have an Extra Trash Sticker affixed. Up to five (5) Green Waste Bags or Green Waste Bundles may be set-out without affixing an Extra Trash Sticker. Any additional Green Waste Bags or Green Waste Bundles shall have an Extra Trash Sticker Affixed. | \$                          | Per Extra Trash Sticker                |
| <b>Option 3:</b> Residents may set-out up to fifteen (15) Trash Bags, Green Waste Bags, or Green Waste Bundles at the Curbside for Collection per week. All Trash Bags, Green Waste Bags or Green Waste Bundles shall have an Extra Trash Sticker affixed. (No free Green Waste)                                                                                                                                                   | \$                          | Per Extra Trash Sticker                |
| <b>Option 4:</b> Residents may schedule appointments for Extra Trash Collection Services <b>once per week</b> on their Scheduled Collection Day for Trash and Recycling in accordance with Draft Agreement Section <a href="#">4.6</a> (Version 2).                                                                                                                                                                                | \$                          | Per Residential Service Unit per Month |

1. Contract Rates are additional to the base rate for Trash Cart collection in Section. Includes Collection of Extra Trash at the Curbside at the specified frequency and delivery to the Recovery Facility or Designated Disposal Facility. Excludes disposal fees at the Recovery Facility or Designated Disposal Facility, which are paid separately by the Authority.
2. Extra Trash disposal occurs at the same Recovery Facility or Designated Disposal Facility as regular Trash Cart collection. Contractor may collect Trash Carts and Extra Trash in the same Collection Vehicle or in separate Collection Vehicles according to preferred operation method.

Return to RFP Section [IV.3](#)

### Form 3.3 Residential Recycling Collection Services

Respondents shall enter proposed Contract Rates for Residential Recycling Collection Services in the table below in accordance with RFP Section IV.4 and any footnotes below the table.

| Service                                                 | Proposed Fee | Unit                                   |
|---------------------------------------------------------|--------------|----------------------------------------|
| 1. Recycling Collection Base Rate (1-Cart) <sup>1</sup> | \$           | Per Residential Service Unit per Month |
| 2. Additional Recycling Cart(s) <sup>1</sup>            | \$           | Per Additional Cart per Month          |
| 3. Replacement Recycling Cart <sup>2</sup>              | \$           | Per Cart                               |

1. Includes collection of Recycling in Carts from Residential Service Units in the Service Area and delivery to the Designated MRF. Excludes Designated MRF processing fees paid separately by Authority. Excludes the cost of Cart purchase and delivery to the Contractor's receiving and storage facility, which are paid separately by Authority. Includes storage, assembly, initial delivery, maintenance, repair, management, and removal of Carts in accordance with Draft Agreement Section 9.2.
2. Includes one-time cost to deliver replacement Cart and collect and manage the previous Cart, if present. Excludes cost of Cart purchase by Authority. Applies to only to lost Carts, stolen Carts, Carts damaged beyond normal wear-and-tear by actions of the Resident, or voluntary requests by Resident to change Cart sizes in accordance with Section 9.2.4. Does not apply to initial delivery of Carts to new accounts or exchanges for repairs due to normal wear-and-tear or contractor fault.

Return to RFP Section [IV.4](#)

### Form 3.4 Optional Manual Contamination Inspection Services

Respondents shall enter the proposed Contract Rate for Optional Manual Contamination Inspection Services in the table below in accordance with RFP Section IV.5.

| Service                                                                                                                                                                                     | Proposed Fee <sup>1</sup> | Unit           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------|
| 1. Perform one (1) Inspection of Program Recyclable Material Set-Outs, tag non-compliant Carts, record and submit data reports and other tasks as described in Draft Agreement Section 4.8. | \$                        | Per inspection |

1. Non-exclusive service

Enter minimum number of inspections per year: \_\_\_\_\_

Enter maximum number of inspections per year: \_\_\_\_\_

Enter minimum time between inspections: \_\_\_\_\_

Return to RFP Section [IV.5](#)

### Form 3.5 Optional Electronic Contamination Inspection Services

Respondents shall enter proposed Contract Rate for Optional Electronic Contamination Inspection Services in the table below in accordance with RFP Section IV.6.

| Service                                                                                                                            | Proposed Fee | Unit                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------|
| 1. Install an electronic contamination monitoring system in one(1) Collection Vehicle as described in Draft Agreement Section 4.9. | \$           | One-time payment per system installed. Payable upon demonstration of successful operation. |
| 2. Monthly operation and maintenance fee per electronic contamination monitoring system installed.                                 |              | Per unit per month of operation                                                            |

Enter minimum lead time to install system: \_\_\_\_\_

Return to RFP Section [IV.6](#)

### Form 3.6 Premium Modified Collection Services

Respondents shall enter proposed Contract Rate for Premium Modified Collection Services in the table below in accordance with RFP Section IV.7.

| Service                                                                                                                                                                       | Proposed Fee <sup>1</sup> | Unit                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------|
| 1. Provide weekly Premium Modified Collection Service to one Residential Service Unit designated by Contract Administrator in accordance with Draft Agreement Section 5.1.3 . | \$                        | Per designated Residential Service Unit per Month |

1. Includes only the additional cost to provide service in an approved alternate location instead of the curb. Fee is additional to the base Contract Rate for Trash and Recycling Collection.

Return to RFP Section [IV.8](#)

By signing here, I affirm that these prices are my formal offer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**FORM 4  
AFFIDAVIT**

**NON-COLLUSION, INTEREST, AND CLAIMANT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa nor any Trustee of the Tulsa Authority for the Recovery of Energy either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa or the Tulsa Authority for the Recovery of Energy own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect: \_\_\_\_\_.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

**FORM 5**  
**ACKNOWLEDGEMENT OF RECEIPT OF**  
**ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following Addenda or amendments and understand that such Addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

List Date and Title/Number of all Addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

## FORM 6 EXCEPTION FORM

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

List any exceptions to the RFP Documents in the space provided. Respondents shall list exceptions and clearly identify the section reference and specific terms or conditions to which each exception pertains. Respondents shall include the exception, a summary discussion of reasons for the exception, any proposed alternative language, the location in the RFP Documents where they are proposing the exception, and any other information required pursuant to Section [III.5](#) of the RFP.

### Exceptions

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

**All Respondents SHALL COMPLETE this page.**

**RETURN with Proposal or Proposal may be considered NON-RESPONSIVE.**

Our Proposal is submitted according to: \_\_\_\_\_ proposed exceptions listed above

**OR** \_\_\_\_\_ No exception



## FORM 7 RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Respondent's Name: \_\_\_\_\_

| RESPONDENT CHECKLIST                                    |           |
|---------------------------------------------------------|-----------|
| RESPONDENT DOCUMENTS                                    | INCLUDED? |
| Cover Letter (Section VIII.2)                           |           |
| Proposal Narrative (Section VIII.3 - VIII.16)           |           |
| Respondent Information Sheet (Form 1)                   |           |
| Respondent References and Experience (Form 2)           |           |
| Price Sheet Summary (Form 3)                            |           |
| Affidavit (Non-Collusion, Interest & Claimant) (Form 4) |           |
| Acknowledgement of Receipt of Addenda (Form 5)          |           |
| Exception Form (Form 6)                                 |           |
| Additional Information (Optional)                       |           |

**Please Return Entire RFP Packet**

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# TAC 893A

RFP DESCRIPTION: Residential Trash and Recycling Collection

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).  
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.  
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.

## **APPENDICES**

- APPENDIX A – MAPS
- APPENDIX B – ALLEY COLLECTION ROUTES
- APPENDIX C – DRAFT AGREEMENT

Appendix A “”””””””” – Maps

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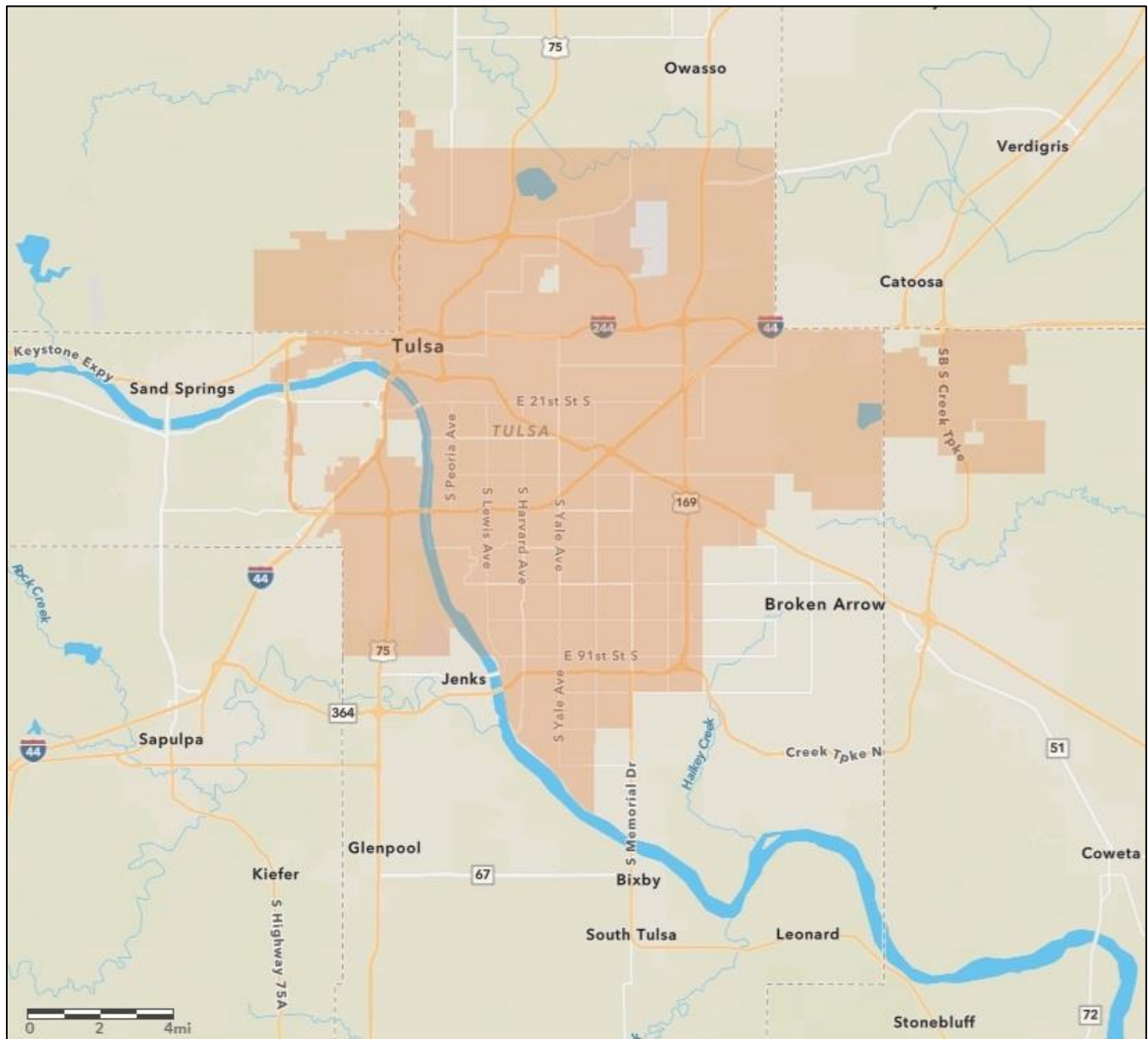
**Map 1**  
**Regional Location**



Source: <https://cityoftulsa.maps.arcgis.com>, accessed April 22, 2025

Return to Section [II.2 City Information](#)

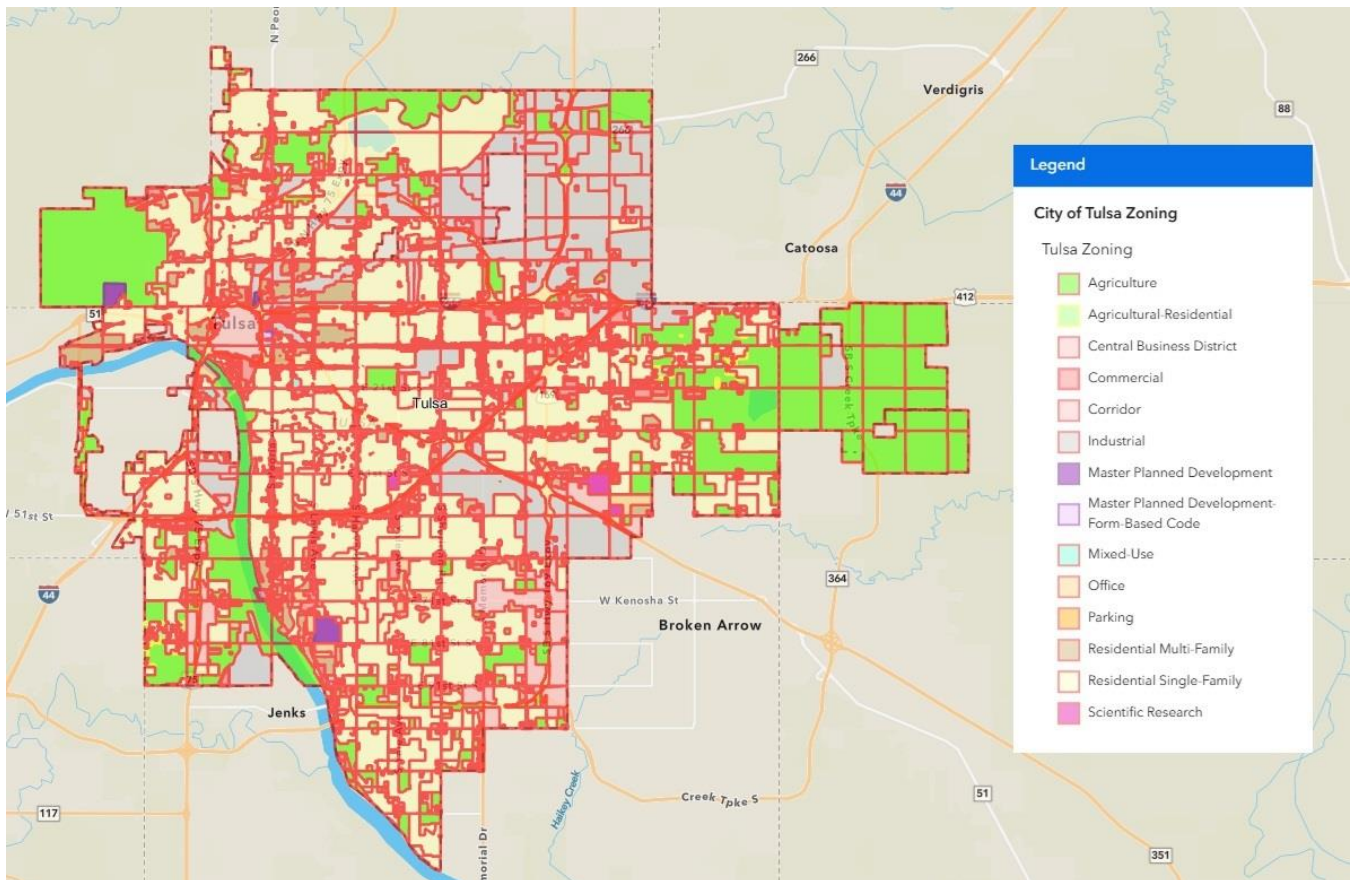
## Map 2 City Limits and Streets



Source: <https://cityoftulsa.maps.arcgis.com>, accessed April 22, 2025

Return to Section [II.2 City Information](#)

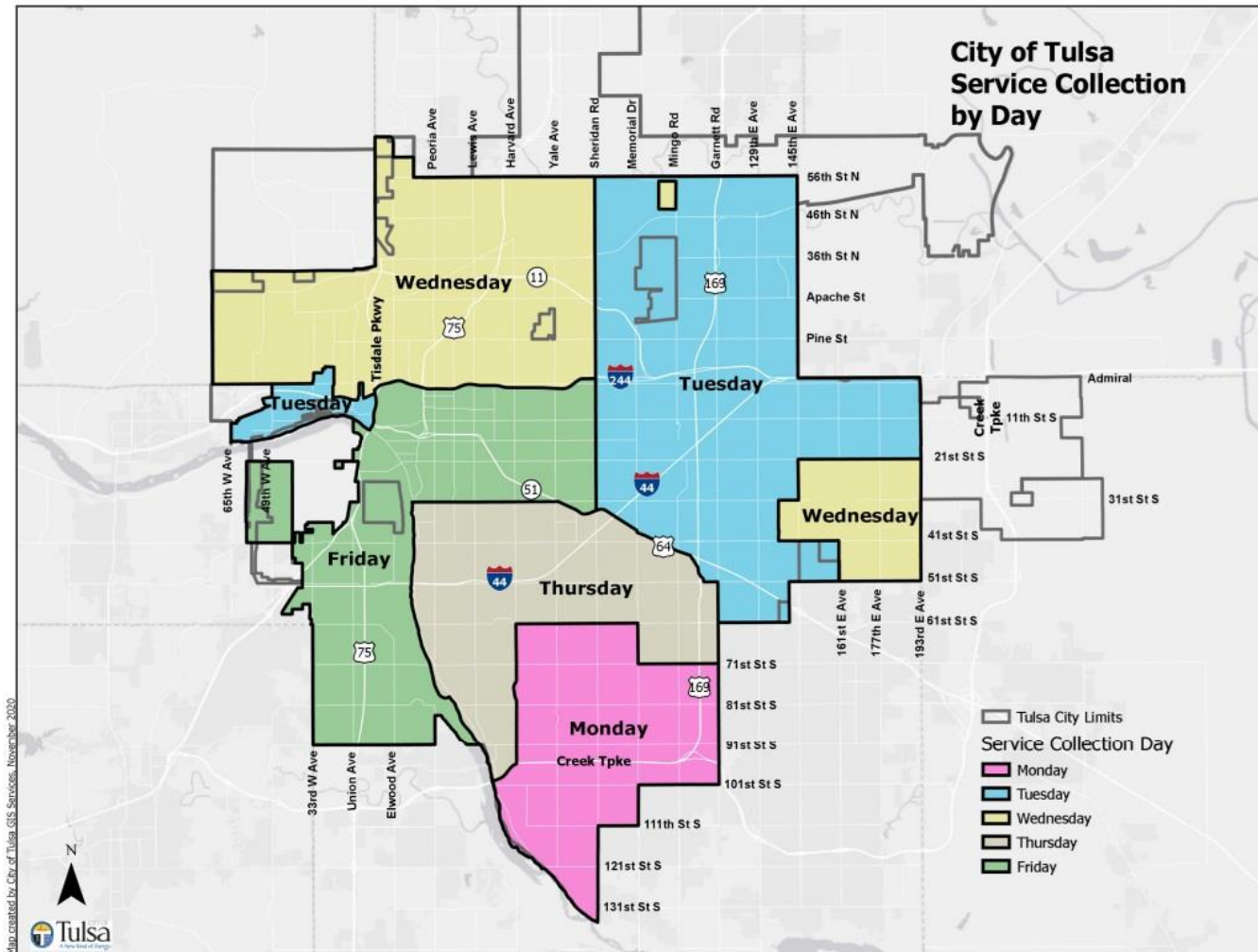
### Map 3 Zoning Map



Source: <https://cityoftulsa.maps.arcgis.com>, accessed April 22, 2025

Return to Section [II.4 Zoning](#)

## Map 4 Scheduled Collection Days



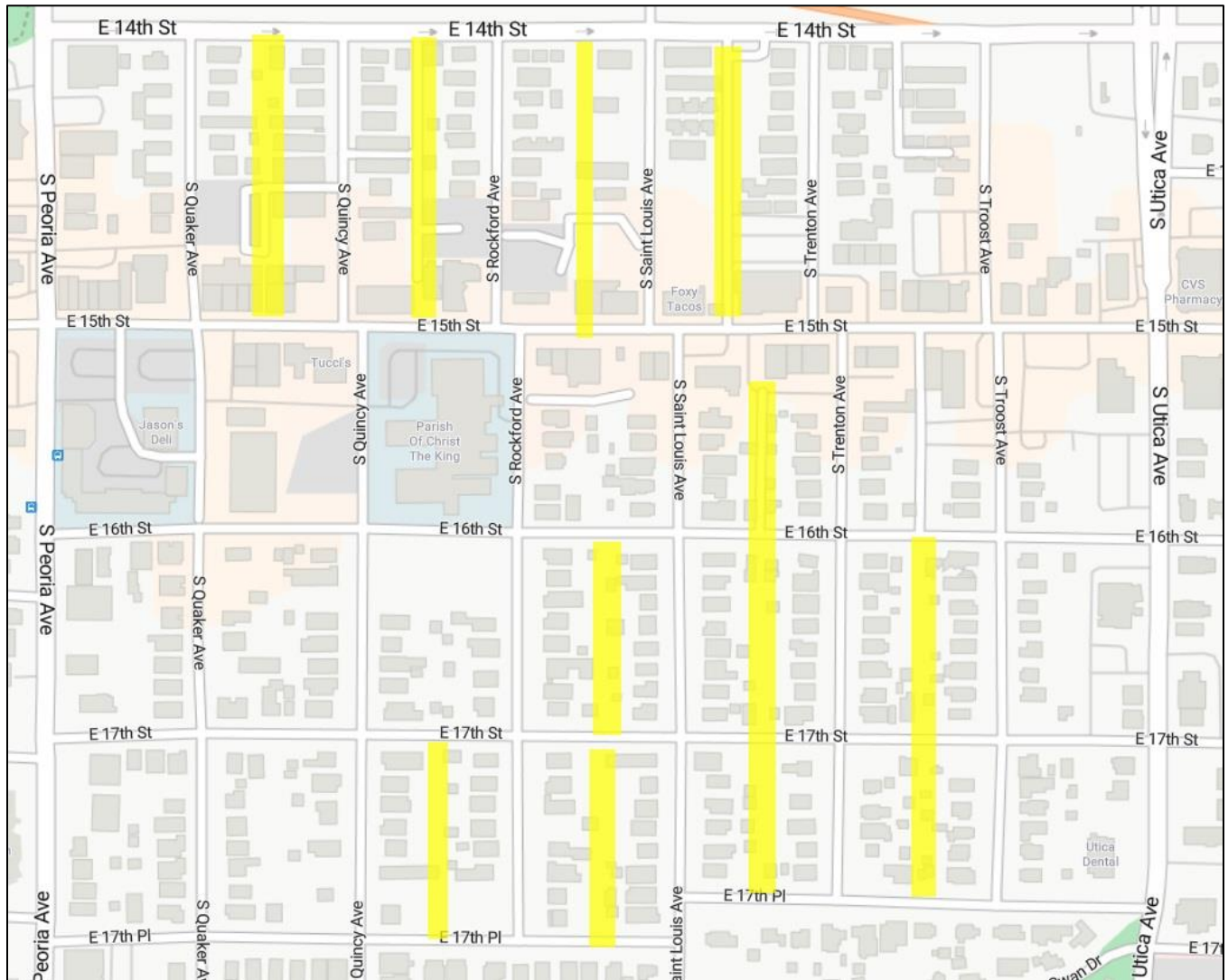
Source: [https://www.cityoftulsa.org/media/14962/servicecollectionbyday\\_nov2020.pdf](https://www.cityoftulsa.org/media/14962/servicecollectionbyday_nov2020.pdf)

Return to Section [II.6 Existing Residential Collection Services](#)

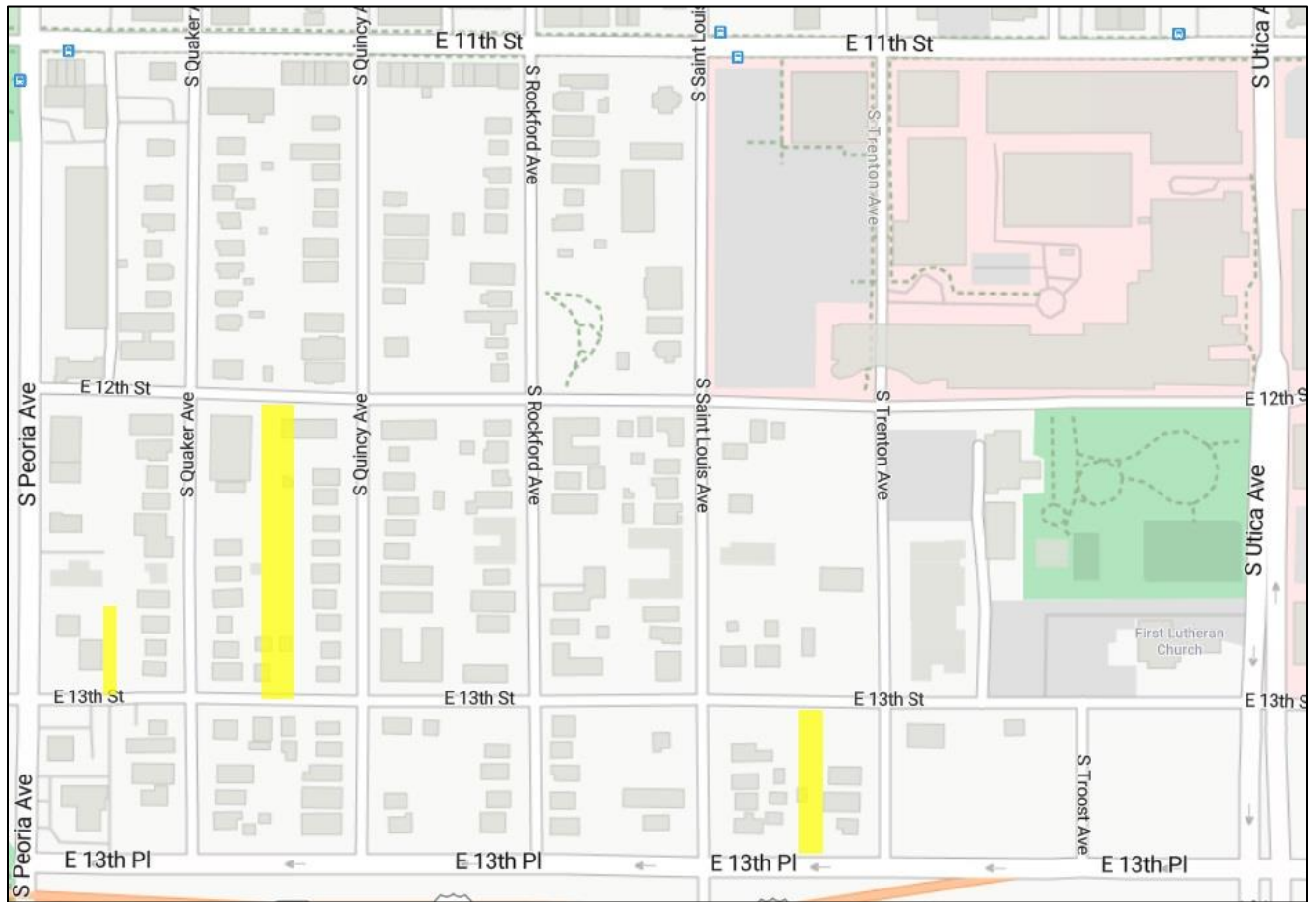


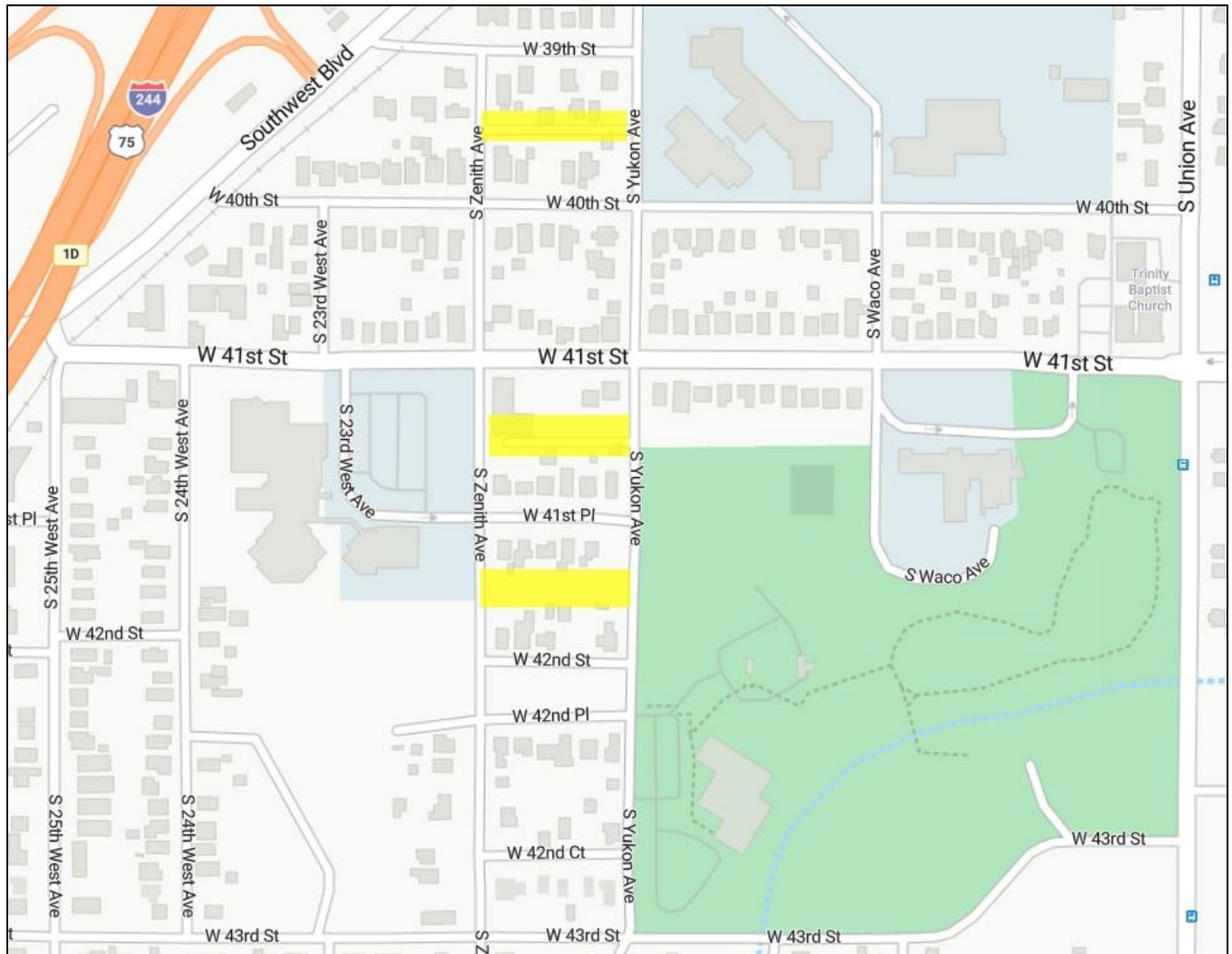
## Appendix B – Alley Collection Routes

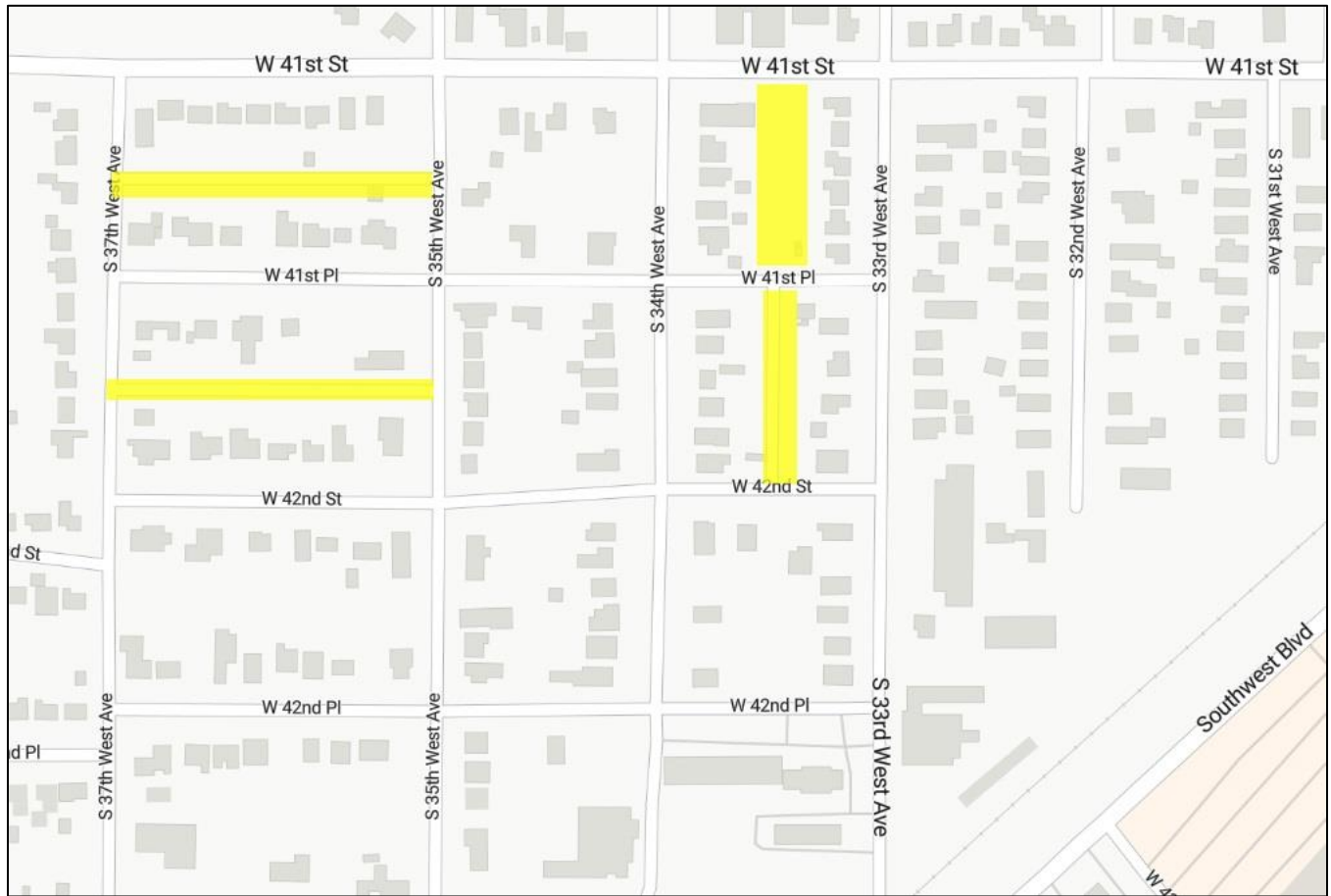
Return to Section [II.15 Alley Collection](#)

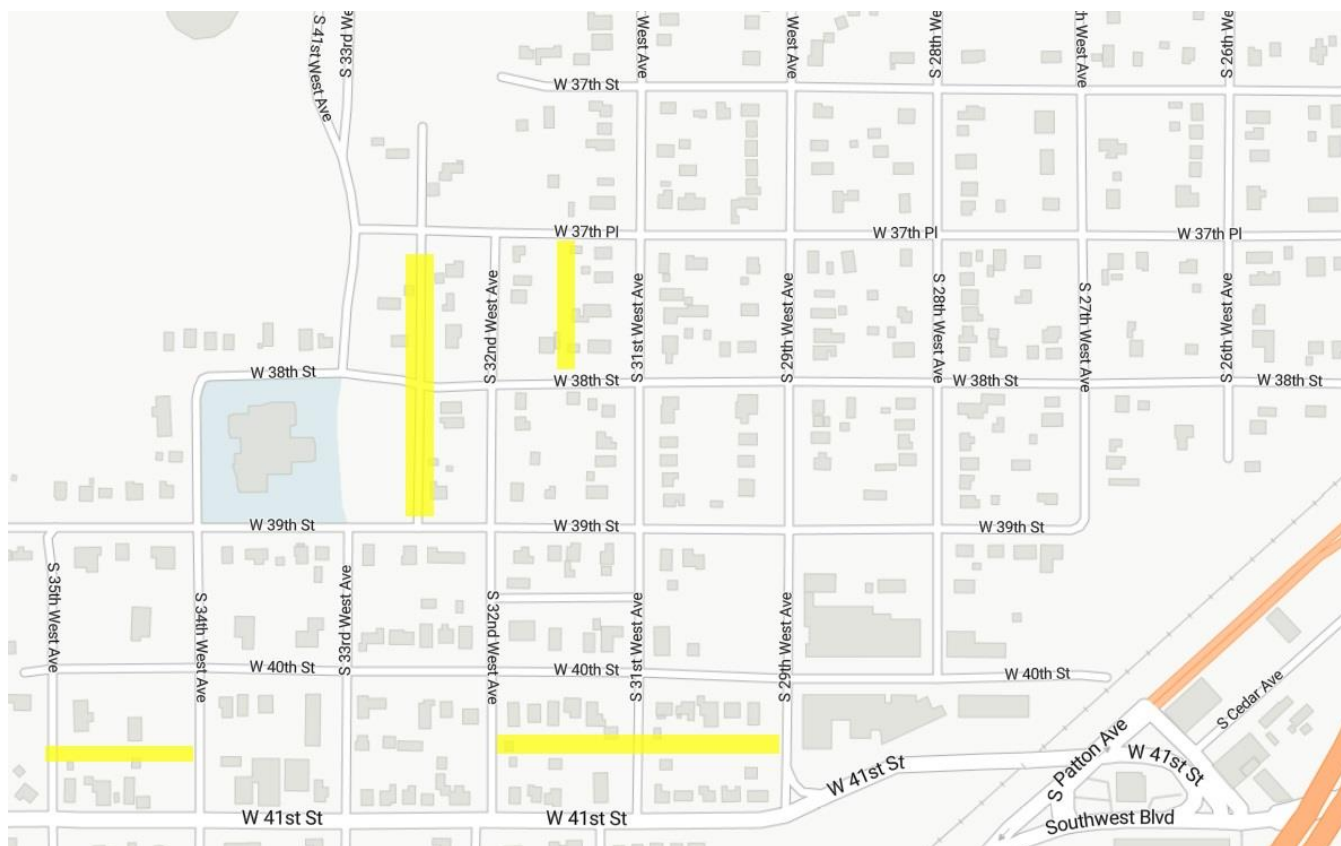












Appendix C – Draft Agreement

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**AGREEMENT FOR COLLECTION OF RESIDENTIAL  
TRASH AND PROGRAM RECYCLABLE MATERIALS**

**between**

**TULSA AUTHORITY FOR RECOVERY OF ENERGY**

**and**

**[CONTRACTOR]**

## Table of Contents

|                   |                                                                                                    |                                     |
|-------------------|----------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>SECTION 1</b>  | <b>RECITALS INCORPORATION.....</b>                                                                 | <b>2</b>                            |
| 1.1               | Recitals Incorporated by Reference.....                                                            | 2                                   |
| 1.2               | RFP and Contractor's Proposal Incorporated by Reference .....                                      | 2                                   |
| <b>SECTION 2</b>  | <b>DEFINITIONS .....</b>                                                                           | <b>2</b>                            |
| 2.1               | Definitions.....                                                                                   | 2                                   |
| <b>SECTION 3</b>  | <b>REPRESENTATIONS AND COVENANTS.....</b>                                                          | <b>10</b>                           |
| 3.1               | Representations by Authority.....                                                                  | 10                                  |
| 3.2               | Representations by Contractor .....                                                                | 10                                  |
| 3.3               | Compliance with Laws .....                                                                         | 11                                  |
| <b>SECTION 4</b>  | <b>EFFECTIVE DATE AND TERM OF AGREEMENT .....</b>                                                  | <b>12</b>                           |
| 4.1               | Effective Date .....                                                                               | 12                                  |
| 4.2               | Term of Agreement.....                                                                             | 12                                  |
| <b>SECTION 5</b>  | <b>RESIDENTIAL SERVICES .....</b>                                                                  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 5.1               | Routes for Residential Services.....                                                               | 13                                  |
| 5.2               | Residential Trash Collection Services.....                                                         | 13                                  |
| 5.3               | Courtesy Collection .....                                                                          | 14                                  |
| 5.4               | Residential Extra Trash Collection Services .....                                                  | 14                                  |
| 5.5               | Residential Recycling Collection Services Materials .....                                          | 15                                  |
| 5.6               | Manual Contamination Inspection Services .....                                                     | 15                                  |
| 5.7               | Electronic Contamination Inspection Services .....                                                 | 16                                  |
| <b>SECTION 6</b>  | <b>COLLECTION, DISPOSAL, AND PROCESSING LOCATIONS.....</b>                                         | <b>17</b>                           |
| 6.1               | Collection Locations .....                                                                         | 17                                  |
| 6.2               | Disposal Locations .....                                                                           | 18                                  |
| 6.3               | Processing Locations.....                                                                          | 20                                  |
| <b>SECTION 7</b>  | <b>COMMINGLING OF MATERIALS FROM RESIDENTIAL SERVICES WITH<br/>OTHER MATERIALS PROHIBITED.....</b> | <b>22</b>                           |
| <b>SECTION 8</b>  | <b>INSPECTION OF SET-OUTS AND UNACCEPTED SET-OUTS .....</b>                                        | <b>22</b>                           |
| 8.1               | Contractor's Right to Inspect Set-Outs.....                                                        | 22                                  |
| 8.2               | Unaccepted Set-outs .....                                                                          | 22                                  |
| <b>SECTION 9</b>  | <b>REJECTED LOADS .....</b>                                                                        | <b>23</b>                           |
| 9.1               | Rejected Loads at Recovery Facility.....                                                           | 23                                  |
| 9.2               | Rejected Loads at the Recycling Facility .....                                                     | 23                                  |
| <b>SECTION 10</b> | <b>COLLECTION EQUIPMENT.....</b>                                                                   | <b>23</b>                           |
| 10.1              | Collection Vehicles .....                                                                          | 23                                  |
| 10.2              | Carts.....                                                                                         | 26                                  |
| 10.3              | Other Collection Equipment.....                                                                    | 28                                  |

|                   |                                                                                    |           |
|-------------------|------------------------------------------------------------------------------------|-----------|
| 10.4              | Ownership of Collection Equipment .....                                            | 29        |
| <b>SECTION 11</b> | <b>PERSONNEL .....</b>                                                             | <b>29</b> |
| 11.1              | Contractor's Representative and Key Personnel.....                                 | 29        |
| 11.2              | Personnel Requirements .....                                                       | 29        |
| <b>SECTION 12</b> | <b>HOURS OF OPERATION .....</b>                                                    | <b>30</b> |
| 12.1              | Collection Hours of Operation.....                                                 | 30        |
| <b>SECTION 13</b> | <b>HOLIDAYS .....</b>                                                              | <b>31</b> |
| <b>SECTION 14</b> | <b>COMPLAINTS .....</b>                                                            | <b>31</b> |
| <b>SECTION 15</b> | <b>TRANSITION SUPPORT .....</b>                                                    | <b>32</b> |
| <b>SECTION 16</b> | <b>DAMAGE TO PROPERTY .....</b>                                                    | <b>33</b> |
| <b>SECTION 17</b> | <b>SPILLAGE, LEAKAGE, AND ODOR .....</b>                                           | <b>33</b> |
| 17.1              | Spillage and Leakage .....                                                         | 33        |
| 17.2              | Litter .....                                                                       | 33        |
| 17.3              | Odor .....                                                                         | 33        |
| <b>SECTION 18</b> | <b>RECORDKEEPING .....</b>                                                         | <b>33</b> |
| <b>SECTION 19</b> | <b>REPORTING .....</b>                                                             | <b>34</b> |
| 19.1              | Transition Plan.....                                                               | 34        |
| 19.2              | Contingency Plan .....                                                             | 35        |
| 19.3              | Daily Reports.....                                                                 | 35        |
| 19.4              | Monthly Reports .....                                                              | 36        |
| 19.5              | Annual Reports.....                                                                | 36        |
| 19.6              | Report Format .....                                                                | 36        |
| <b>SECTION 20</b> | <b>AUDITS AND INSPECTIONS.....</b>                                                 | <b>37</b> |
| 20.1              | Authority's Right to Inspect Records, Books, Data and Documents .....              | 37        |
| 20.2              | Authority's Rights to Inspect Facilities and Equipment and Audit Performance ..... | 37        |
| 20.3              | Disposal Cost Audit .....                                                          | 37        |
| 20.4              | Processing Cost Audit .....                                                        | 37        |
| 20.5              | General Right to Audit .....                                                       | 38        |
| <b>SECTION 21</b> | <b>CUSTOMER LIST.....</b>                                                          | <b>38</b> |
| <b>SECTION 22</b> | <b>CUSTOMER SERVICE.....</b>                                                       | <b>39</b> |
| <b>SECTION 23</b> | <b>BILLING .....</b>                                                               | <b>39</b> |
| <b>SECTION 24</b> | <b>INVOICING AND PAYMENT .....</b>                                                 | <b>40</b> |
| <b>SECTION 25</b> | <b>COST ADJUSTMENT .....</b>                                                       | <b>40</b> |
| <b>SECTION 26</b> | <b>TAXES.....</b>                                                                  | <b>42</b> |
| <b>SECTION 27</b> | <b>OWNERSHIP OF TRASH, EXTRA TRASH AND PROGRAM RECYCLABLE MATERIALS.....</b>       | <b>42</b> |
| <b>SECTION 28</b> | <b>INDEMNIFICATION AND LIMITATION OF LIABILITY .....</b>                           | <b>43</b> |

|                   |                                               |           |
|-------------------|-----------------------------------------------|-----------|
| 28.1              | No Indemnification by Authority or City ..... | 43        |
| 28.2              | Indemnification by Contractor .....           | 43        |
| 28.3              | Limitation of Liability .....                 | 43        |
| <b>SECTION 29</b> | <b>INSURANCE REQUIREMENTS .....</b>           | <b>43</b> |
| 29.1              | No Insurance by Authority or City .....       | 43        |
| 29.2              | Contractor Insurance Requirements .....       | 43        |
| <b>SECTION 30</b> | <b>LIENS .....</b>                            | <b>45</b> |
| <b>SECTION 31</b> | <b>WARRANTIES AND WARRANTY REMEDIES .....</b> | <b>46</b> |
| 31.1              | Warranties .....                              | 46        |
| 31.2              | Warranty Remedies .....                       | 46        |
| <b>SECTION 32</b> | <b>ADMINISTRATIVE CHARGES .....</b>           | <b>47</b> |
| <b>SECTION 33</b> | <b>PAYMENT WITHHELD .....</b>                 | <b>50</b> |
| <b>SECTION 34</b> | <b>PERFORMANCE BOND .....</b>                 | <b>50</b> |
| <b>SECTION 35</b> | <b>FORCE MAJEURE .....</b>                    | <b>51</b> |
| <b>SECTION 36</b> | <b>TERMINATION .....</b>                      | <b>51</b> |
| <b>SECTION 37</b> | <b>ACTS OF DEFAULT OR DEFAULT .....</b>       | <b>52</b> |
| <b>SECTION 38</b> | <b>DISPUTE RESOLUTION .....</b>               | <b>52</b> |
| <b>SECTION 39</b> | <b>DISASTER DEBRIS REMOVAL .....</b>          | <b>53</b> |
| <b>SECTION 40</b> | <b>NOTICE .....</b>                           | <b>53</b> |
| <b>SECTION 41</b> | <b>MISCELLANEOUS .....</b>                    | <b>54</b> |
| 41.1              | No Confidentiality .....                      | 54        |
| 41.2              | Relationship of Parties .....                 | 54        |
| 41.3              | Third Parties .....                           | 54        |
| 41.4              | Assignment and/or Subcontracting .....        | 54        |
| 41.5              | Routes are not Owned .....                    | 54        |
| 41.6              | Binding Effect .....                          | 55        |
| 41.7              | No Penalties .....                            | 55        |
| 41.8              | Further Assurance .....                       | 55        |
| 41.9              | Time of the Essence .....                     | 55        |
| 41.10             | Headings .....                                | 55        |
| 41.11             | No Waiver .....                               | 55        |
| 41.12             | Entire Agreement .....                        | 55        |
| 41.13             | Severability Provision .....                  | 56        |
| 41.14             | Knowledge .....                               | 56        |
| 41.15             | Multiple Counterparts .....                   | 56        |
| 41.16             | Governing Law and Venue .....                 | 56        |
| 41.17             | Attorney Fees .....                           | 56        |
| 41.18             | Authorization .....                           | 56        |



41.19    Publicity .....56

**SECTION 42    SIGNATURES .....57**

**ATTACHMENTS**

- ATTACHMENT 1 –     CONTRACTOR FEE SCHEDULE
- ATTACHMENT 2 –     TRANSITION PLAN
- ATTACHMENT 3 –     CONTINGENCY PLAN
- ATTACHMENT 4 –     COLLECTION VEHICLE ONBOARD TECHNOLOGY SPECIFICATIONS
- ATTACHMENT 5 –     ELECTRONIC CONTAMINATION MONITORING SPECIFICATIONS
- ATTACHMENT 6 –     COLLECTION VEHICLE EMISSIONS CONTROL TECHNOLOGIES AND GUARANTEES
- ATTACHMENT 7 –     HAULER AFFIDAVIT

[**Note:** This Draft Agreement includes placeholders and instructions for revisions to be made during contract negotiation based on service options selected by the Authority through the RFP process as indicated by blue text and/or highlighting. The Authority reserves the right to amend the Draft Agreement to reflect final negotiated terms and conditions at its sole discretion.]

**AGREEMENT FOR COLLECTION OF RESIDENTIAL TRASH AND PROGRAM  
RECYCLABLE MATERIALS**

**between**

**TULSA AUTHORITY FOR RECOVERY OF ENERGY**

**and**

[CONTRACTOR]

This Agreement is made on [DATE] (“Effective Date”) between **TULSA AUTHORITY FOR RECOVERY OF ENERGY**, (“Authority”), a public trust under the provisions of Title 60, Oklahoma Statutes, as amended, Sections 176 et seq., of which the City of Tulsa (“City”) is the sole beneficiary, and [CONTRACTOR] a [STATE] limited liability company (“Contractor”).

**RECITALS**

**WHEREAS**, Authority issued Request for Proposals RFP **Error! No text of specified style in document.** for Residential Trash and Recycling Collection (“the RFP”); and,

**WHEREAS**, Contractor submitted a proposal (“the Contractor’s Proposal”) in response to the RFP on or before the Proposal Due Date specified therein: and,

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

**WHEREAS**, Authority has the power to execute this Agreement; and,

**WHEREAS**, Contractor has the power to execute this Agreement: and,

**WHEREAS**, Authority desires to hire Contractor to provide those services specified hereinafter; and,

**WHEREAS**, Contractor desires to provide those services specified hereinafter: and.

**NOW, THEREFORE**, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

## AGREEMENT

### SECTION 1 RECITALS INCORPORATION

#### 1.1 Recitals Incorporated by Reference

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

#### 1.2 RFP and Contractor's Proposal Incorporated by Reference

The RFP and the Contractor's Proposal including all addenda, amendments, appendices, exhibits or attachments thereto are hereby incorporated by reference, except for RFP Appendix C which is replaced by this Agreement. In the event of conflicting or ambiguous language between this Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Agreement, second according to the Contractor's Proposal, and third according to the RFP.

### SECTION 2 DEFINITIONS

Return to RFP Section [1.3 Definitions](#)

#### 2.1 Definitions

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

*Administrative Charges* - Administrative Charges shall have the meaning set forth in Section 31.

*Agreement* - Agreement shall mean this Agreement for Collection of Residential Trash and Program Recyclable Materials.

*Agreement Term* - Agreement Term shall mean the Initial Term and any Optional Renewal Terms exercised by the Authority as described in Section 4.2, unless terminated earlier in accordance with Section 35 this Agreement.

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

*Authority* - Authority shall mean the Tulsa Authority for Recovery of Energy, an Oklahoma public trust, and shall include Tulsa Authority for Recovery of Energy's board members, appointed officials, officers, employees, agents, volunteers and representatives.

*Authority Board* - Authority Board shall mean the Board of Trustees of the Authority.

*Bag* - Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted at the top.

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

*Bulky Waste* - Bulky Waste shall mean Solid Waste that is not Unacceptable Waste composed of materials not easily containerized in a Cart such as, but not limited, to oversized Brush, furniture, large electronics, and large appliances. Bulky Waste shall exclude Solid Waste that may be contained in a Cart, bag, or bundle.

*Business Day* - Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.

*Cart* - Cart shall mean a receptacle, equipped with wheels, and a bar, and having a capacity of ninety (90) up to one hundred (100) gallons, sixty (60) up to seventy (70) gallons or thirty-five (35) up to forty-eight (48) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully automated truck arm (ANSI 2245.60 Type G) and semi-automated truck tipper (ANSI 2245.60 Type 8), purchased with a minimum ten (10) year manufacturer's warranty, and approved for use by Authority.

*Christmas Tree* - Christmas Tree shall mean natural or artificial trees with all lights or other ornaments removed, cut into lengths of less than four (4) feet, and placed at the Curbside unbagged and outside of a Cart for Collection as Extra Trash between December 15 of a year and January 30 of the following year.

*City* - City shall mean the City of Tulsa, Oklahoma and shall include City's officers, elected officials, employees, agents, volunteers and representatives.

*Collect or Collection* - Collect or Collection shall mean the act of removing Trash or Program Recyclable Material and transporting it to a receiving facility designated by the Authority.

*Collection Vehicles* - Collection Vehicles shall mean all vehicles used by the Contractor to perform Residential Collection Services pursuant to this Agreement which shall meet the requirements of Section 9.1.

*Commencement Date* - Commencement Date shall mean October 1, 2026 or such other date as may be mutually agreed upon in writing by the Authority and the Contractor on which Contractor shall begin performing Collection Services for Trash, Extra Trash, and Program Recyclable Materials.

*Comply or Compliance* - Comply or Compliance shall mean fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement in a timely manner.

*Construction and Demolition Waste* - Construction and Demolition Waste shall mean wastes from construction and demolition operations and shall include, but shall not be limited to concrete, bricks, plumbing fixtures, plastics, and lumber.

*Contamination* - Contamination shall mean the existence of any material or substance on or contained in Recyclable Materials other than Recyclable Materials.

*Contingency Plan* - Contingency Plan shall mean the plan described in Section 18.2.

*Contract Administrator* - Contract Administrator shall mean the City of Tulsa designee for oversight and management of this Agreement who shall represent Authority in the administration and supervision of the Agreement.

*Contract Rates* - Contract Rates shall mean the Contractor's unit prices for performing Services pursuant to this Agreement as listed in Attachment 1 and as adjusted pursuant to Section 24.

*Contract Year* - Contract Year shall mean the period beginning October 1<sup>st</sup> of each year and ending on September 30<sup>th</sup> of the immediately subsequent calendar year for the term of the Agreement, except the first Contract Year which shall begin on the Effective Date and end on September 30, 2027.

*Contractor* - Contractor shall mean a person contracted by Authority to collect Residential Trash and Program Recyclable Materials pursuant to this Agreement.

*Contractor's Representative* - Contractor's Representative shall mean the employee designated by the Contractor who is in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.

*Courtesy Collection* - Courtesy Collection shall have the meaning set forth in Section 4.5.

*Curbside* - Curbside shall mean a location within four (4) feet of the curb or traveled portion of any roadway and outside any fence, and shall not include any alley.

*Customer List* - Customer List shall mean the Customer List identified in Section 20 of the Agreement.

*Designated Disposal Facility* - Designated Disposal Facility shall mean a disposal facility designated by the Authority for (i) Trash, Green Waste or Rejects, or (ii) Program Recyclable Materials, as designated by the Authority for limited purposes under the Agreement.

*Designated MRF* - Designated MRF shall mean the grounds, buildings, equipment, and other parts of the primary Material Recovery Facility designated by Authority for receiving Program Recyclable materials and Processing them into Recovered Materials located at 1150 N. Peoria Avenue, Tulsa, OK 74106 or the grounds, buildings, equipment, and other parts of an alternative Material Recovery Facility designated by the Authority.

*Disaster Debris Removal* - Collecting Eligible Disaster Debris and taking it to a debris management site, the Recovery Facility, the Designated Disposal Facility, Designated MRF, or other reuse or end-use facility.

*Disposal* - Disposal shall mean the deposit of any Solid Waste at a disposal site authorized by the State to manage such waste and shall meet all local, State, and federal requirements.

*Effective Date* - Effective Date shall mean the date set forth in the first sentence of the Agreement.

*Eligible Disaster Debris* - Eligible Disaster Debris shall mean vegetative waste, qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.

*Extra Trash* - Extra Trash shall mean Trash Bags, Green Waste Bags, Green Waste Bundles, and Christmas Trees placed at the Curbside outside of Carts for Collection pursuant to this Agreement.

*Extra Trash Sticker* - Extra Trash Sticker shall mean a self-adhesive sticker approved for use by the Contract Administrator which must be affixed to all Trash Bags and to all Green Waste Bags or Green Waste Bundles which exceed [\[Enter Selected Green Waste Limit\]](#) Green Waste Bags or Green Waste Bundles in total.

*Goods* - Goods, for the purposes of the Agreement, shall not be construed to include Solid Waste.

*Green Waste* - Green Waste shall mean burnable debris as defined by Federal Emergency Management Agency, including, but not limited to, damaged and disturbed trees, bushes and shrubs; broken, partially broken, and severed tree limbs, processed or unprocessed; tree stumps with base cut measurements less than two (2) feet, and bushes and other burnable debris consisting predominately of trees and vegetation.

*Green Waste Bag* - Green Waste Bag shall mean Green Waste placed in a clear plastic Bag not exceeding forty (40) pounds in weight and placed at the Curbside at least three feet from other materials.

*Green Waste Bundle* - Green Waste Bundle shall mean Green Waste cut into lengths of less than four (4) feet and securely tied into bundles not exceeding two (2) feet in diameter and forty (40) pounds in weight placed at the Curbside at least three (3) feet from other materials.

*Hauler Affidavit* - Hauler Affidavit shall mean the Tulsa Authority for the Recovery of Energy Hauler Affidavit set forth in Attachment 7 to this Agreement and incorporated herein by this reference.

*Hazardous Waste* - Hazardous Waste shall have the meaning set forth in Oklahoma Statutes §27A-2-7-103, as amended from time to time.

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

*Initial Term* - Initial Term shall have the meaning set forth in Section 4.2.1 of this Agreement.

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

*Mandatory Modified Collection Service* - Mandatory Modified Collection Service shall mean Collection of Trash and Program Recyclable Material at a Modified Collection Location in cases where the Contract Administrator deems the Modified Collection Location to be necessary due to the age or verified disability of the Resident(s) or because providing service at the Curbside presents a health and safety hazard or physical constraints at the Curbside interfere with normal collection operations pursuant to Section 5.1.2.

*Material Recovery Facility or MRF* - Material Recovery Facility or MRF shall mean a facility that receives and Processes Program Recyclable Materials into Recovered Materials.

*Modified Collection Location* - Modified Collection Location shall mean a location for Collection of Trash and Program Recyclable Material that is:

- (A) A location at the front, side or rear of a Residential Service Unit;
- (B) A location greater than four (4) feet from the curbside of such Residential Service Unit or traveled portion of any roadway; and
- (C) Acceptable to both the Resident and Contractor for collection of Trash and Program Recyclable Materials.

The Contract Administrator reserves the right to designate the Modified Collection Location if (i) the Resident and Contractor cannot agree on an acceptable Modified Collection Location or (ii) the Modified Collection Location agreed upon by the Resident and Contractor presents or may present health and safety hazards. Modified Collection Locations shall not be used for Collection of Bulky Waste and/or Extra Trash Collection Services.

*NHIW* - NHIW shall mean non-hazardous industrial waste.

*Optional Renewal Term* - Optional Renewal Term shall have the meaning set forth in Section 4.2.2 of this Agreement.

*Party* - Party shall mean the Contractor or the Authority individually.

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

*Premium Modified Collection Service* - Premium Modified Collection Service shall mean Collection of Trash and Program Recyclable Material at a Modified Collection Location approved by the Contract Administrator as an optional premium service to the Resident in accordance with Section 5.1.3.

*Process, Processed or Processing* - Process, Processed or Processing shall mean the: (i) recovery of energy from Solid Waste and Green Waste and (ii) recovery of Recyclable Materials from Solid Waste and treatment into Recovered Materials.

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

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

*Program Introduction Notice* - Program Introduction Notice shall mean the notice described in Section 9.2.2 of the Agreement.

*Program Paper Recyclable Materials* - Program Paper Recyclable Materials shall mean any:

- (A) Kraft paper;



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

*Program Plastic Recyclable Materials* - Program Plastic Recyclable Materials shall mean any # 1 through #7 rigid plastic bottles, containers, jugs, or jars.

*Program Recyclable Materials* - Program Recyclable Materials shall mean Program Paper Recyclable Materials, Program Plastic Recyclable Materials, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Materials. Recyclable Materials may be added or deleted from time to time at the Authority's discretion. Program Recyclable Materials do not include Rejects.

*Recovered Materials* - Recovered Materials shall mean Recyclable Materials which have been processed to market specifications.

*Recovery Facility* - Recovery Facility shall mean the Reworld Tulsa Waste-to-Energy Facility located at 2122 S. Yukon Ave, Tulsa, OK 74107, or an alternate facility designated by the Authority and includes the grounds, buildings, equipment, and other parts of the operation.

*Recyclable Materials* - Recyclable Materials shall mean materials or products which are reused that would otherwise be disposed of as waste, with or without reprocessing, including but not limited to paper, glass, plastics, metals, automobile oil, and batteries.

*Recycling* - Recycling shall mean to reuse a material that would otherwise be disposed of as waste, with or without reprocessing.

*Rejects* - Rejects shall mean materials accepted by the Recycling Facility, other than Hazardous Waste, which are delivered with Program Recyclable Materials to the Recycling Facility, not processed into Recovered Materials, and handled and accounted for separately from Program Recyclable Materials, Recovered Materials and Hazardous Waste.

*Resident* - Resident shall mean a person residing at a Residential Service Unit.



*Residential Extra Trash Collection Services* - Residential Extra Trash Collection Services shall mean Collection of Trash Bags, Green Waste Bags, Green Waste Bundles, and Christmas Trees placed at the Curbside outside of Carts from Residential Service Units within the Service Area as described in this Agreement.

*Residential Recycling Collection Services* - Residential Recycling Collection Services shall mean Collection of Program Recyclable Materials from Residential Service Units within the Service Area as described in this Agreement.

*Residential Service Unit* - Residential Service Unit shall mean the following occupied dwelling within the City:

- (A) Single family houses;
- (B) Duplexes;
- (C) Triplexes; and
- (D) Fourplexes.

A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

*Residential Services* - Residential Services shall mean Residential Trash Collection Services, Residential Extra Trash Collection Services, and Residential Recycling Collection Services.

*Residential Trash Collection Services* - Residential Trash Collection Services shall mean Collection of Trash placed in Carts from Residential Service Units within the Service Area as described in this Agreement.

*Scheduled Collection Day* - Scheduled Collection Day shall mean the specific day or days of the week, Monday through Friday, on which Residential Services shall be provided by Contractor to each Residential Service Unit.

*Services* - Services shall mean all work, services, personnel, labor, equipment, supplies, materials, authorizations or other items to be performed, provided, or supplied by the Contractor pursuant to this Agreement.

*Service Area* - Service Area shall mean the area contained within the limits of the City of Tulsa, Oklahoma, or adjacent areas designated by the City to receive Service as may be amended from time to time.

*Set-Out* - Set-Out shall mean material(s) placed at a Residential Service Unit for Collection.

*Shall* - Shall will always mean mandatory and not merely directory.

*Solid Waste* - Solid Waste shall mean all putrescible and nonputrescible refuse in solid, semisolid, or liquid form including, but not limited to, garbage, rubbish, ashes or incinerator residue, street refuse, dead animals, Construction and Demolition Waste, solid or semisolid commercial and industrial wastes including explosives, biomedical wastes, chemical wastes, herbicide and pesticide wastes. The term "solid waste" shall not include:

- A. Scrap materials which are source separated for collection and processing as industrial raw materials, except when contained in the waste collected by or on behalf of a solid waste management system, or
- B. Used motor oil, which shall not be considered to be a solid waste, but shall be considered a deleterious substance, if the used motor oil is recycled for energy reclamation and is ultimately destroyed when recycled.

*Special Waste* - Special Waste shall mean those wastes that are not hazardous wastes but because of their nature or volume, require special or additional handling aside from that given to routine household refuse. Special Waste includes but is not limited to sludge, septic tank pumping, grease trap wastes, dead animals, packing house offal and tankage, waste fats and oils, hatchery wastes, cannery wastes, NHIW, tires, and asbestos wastes.

*State* - State shall mean the State of Oklahoma.

*Transition Plan* - Transition Plan shall mean the plan described in Attachment 2.

*Trash* - Trash shall mean Solid Waste that is not Unacceptable Waste and which is collected from residences within the City of Tulsa pursuant to this Agreement.

*Trash Bag* - Trash Bag shall mean Solid Waste that is not Unacceptable Waste and which is placed in a Bag not exceeding forty (40) pounds in weight and placed at the Curbside outside a Cart for collection as Extra Trash pursuant to this Agreement.

*Unaccepted Load or Partial Load* - Unaccepted Load or Partial Load shall mean a load or part of a load of Solid Waste delivered by the Contractor pursuant to the Agreement that is determined to be unacceptable by the receiving facility and rejected.

*Unaccepted Set-Out* - Unaccepted Set-Out shall mean a Set-Out of materials for Collection that does not comply with the requirements of the Agreement and is not Collected by the Contractor.

*Unacceptable Waste* - Unacceptable Waste shall mean Eligible Disaster Debris; Hazardous Waste; Construction and Demolition Waste; poisons; acids; caustics; explosives; body wastes; automobile frames; and materials which may cause damage to Collection equipment or personal injury to collectors; animal excreta or any article or substances soiled by human or animal excreta that has not been wrapped and tightly sealed in moisture proof paper or wrapping prior to placement for Collection; refuse which has been combined or mixed with any of the above-mentioned items; and any materials which cannot be processed at the Recovery Facility, which can cause the Recovery Facility operations problems, or which would have a reasonable possibility of causing injury to health, safety, or property.

*Will*- Will shall mean mandatory and not merely directory.

Return to RFP Section [I.3 Definitions](#)

## **SECTION 3 REPRESENTATIONS AND COVENANTS**

### **3.1 Representations by Authority**

Authority represents to Contractor that Authority is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry out the functions and operations as contemplated by this Agreement.

### **3.2 Representations by Contractor**

Contractor represents to Authority that:

- (i) Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry out the functions and operations contemplated by this Agreement.
- (ii) Contractor has the power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement.
- (iii) Contractor has the power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (a) have been duly authorized, (b) have the requisite approval of all government bodies, (c) will not violate any judgment, order, law, or regulation applicable to Contractor or any provisions of Contractor's organizational documents and (d) do not conflict with, constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of Contractor under any contract or instrument to which Contractor is a party or by which Contractor or its assets may be bound or affected, except that a lien created by Contractor or a subsidiary of Contractor to obtain bank financing for equipment to be used in the performance of Contractor's obligations in this Agreement is permissible. Contractor shall provide a copy of any lien to be placed on the leasehold interests of equipment used or to be used by Contractor in the provision of services hereunder. (e) Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are required under Applicable Law to perform its obligations hereunder.
- (iv) This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of Contractor.
- (v) There are no pending or threatened actions or proceedings before or by any court or administrative agency which would materially adversely affect the financial condition of Contractor, or the ability of Contractor to perform its obligations under this Agreement.
- (vi) Contractor has read, executed, and understands the Interest Affidavit, Non- Collusion Affidavit and Affidavit of Claimant. Violation of any of these affidavits can result in termination of this Agreement by Authority without penalty to Authority. Any violation of any term in any of the affidavits is a breach of this Agreement.
- (vii) Contractor has read and understands the City's rules and regulations regarding the subject of this Agreement and will advise its employees and/or subcontractors prior to performing any tasks under this Agreement of all of the rules and regulations applicable

to their work duties under this Agreement. Contractor is additionally responsible for reading and understanding new City rules and regulations as they are communicated to Contractor or made available to the public and must advise its employees and/or subcontractors of changes to the rules and regulations. Contractor has also become familiar with other rules, laws and regulations applicable to this Agreement and the services to be provided by Contractor and has advised its employees and/or subcontractors accordingly. Contractor is additionally responsible for staying abreast of developments in the rules, laws and regulations applicable to this contract and to the services to be provided by Contractor and will advise its employees and/or subcontractors accordingly. Violation by Contractor or any of Contractor's employees or subcontractors of any Applicable Law can result in termination of this Agreement at the sole option of Authority without penalty to Authority. Any violation of the City's rules and regulation regarding this Agreement or any other Applicable Laws is a breach of this Agreement. The representations and covenants made in this Section shall survive the termination or expiration of this Agreement.

### **3.3 Compliance with Laws**

#### **3.3.1 Compliance with Laws and Regulations**

Contractor agrees to comply, and shall cause its employees, agents and subcontractors to comply, with Applicable Law. Without limiting the foregoing, Contractor's provision of the work shall comply with, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, all OSHA regulations, and Executive Orders of the President of the United States. Additionally, Contractor shall: (i) Not discriminate against any employee or applicant for employment with respect to the individual's hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, or physical disability not related to job requirements; (ii) Establish and adhere to employment policies and procedures designed to reasonably assure that all personnel of Contractor assigned to provide services under this Agreement are legally authorized to work in the United States and Contractor shall register and participate in the "Status Verification System" as required by the provisions of Title 25, Oklahoma Statutes § 1313(b)(1), in effect on the date hereof and as it may be amended from time to time, to verify the work eligibility status of all new employees; (iii) Comply with Title III of the Americans With Disabilities Act, 42 U.S.C. Sections 12101-12213 as in effect on the date hereof and as it may be amended from time to time (the "ADA") and the provision of such auxiliary aid or alternate services as may be required by the ADA; (iv) Comply with Section 515 of Title 252 of the Oklahoma Administrative Code and Title 11B of the Tulsa Code, in each case as they may be amended from time to time.

#### **3.3.2 Licenses and Permits**

Contractor agrees to procure, at its own expense, all necessary licenses and permits required by the city, county, state, tribal and federal government for the performance of the work. Contractor shall obtain certificates of compliance where required.

### **3.3.3      Safety Regulations**

Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers a safe and healthful work environment. Performance of work shall strictly comply with the U.S. Occupational Health and Safety Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state or local authority having jurisdiction thereof.

### **3.3.4      Hazardous and Special Waste**

Upon Contractor taking possession of Solid Waste or Program Recyclable Materials, Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste. In the event Contractor, its agents, employees or subcontractors generate, transport, store, treat or dispose of any Hazardous Waste or Special Waste, the following provisions apply and Contractor agrees to: (i) Ensure that all shipments of such Hazardous Waste or Special Waste are accompanied by proper shipping papers and documents as are required for the lawful transport of such waste and that packages or containers comply with Applicable Law, including, without limitation, all applicable regulations of cognizant state or federal agencies or authorities; (ii) Establish and follow health and safety plans which shall protect the environment, Contractor's employees and subcontractors from the hazards and risks from handling or working with such Hazardous or Special Waste; (iii) Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of such Hazardous or Special Waste. The drivers and trucks supplied by Contractor will be trained, authorized, equipped, permitted, and licensed to carry such waste, in accordance with prudent safety precautions and Applicable Law. Trucks and other equipment used by Contractor for performance of the work shall be in first-class operating condition, shall be suitable for the particular work requested, and shall be routinely inspected by Contractor and timely maintained.

## **SECTION 4      EFFECTIVE DATE AND TERM OF AGREEMENT**

### **4.1      Effective Date**

Except as otherwise provided for herein, the obligations of the Parties hereunder shall take effect on the Effective Date.

### **4.2      Term of Agreement**

#### **4.2.1      Initial Term**

Unless sooner terminated in accordance with Section 35 of this Agreement, the initial term of this Agreement shall commence on October 1, 2026 at 12:00 AM, Central Time and shall continue in effect until September 30, 2036 at 11:59 PM Central Time.

Return to RFP Section [III.9](#)

#### **4.2.2      Optional Renewal Term**

After the initial term as defined in Section 4.2.1 of this Agreement, Authority shall have the option to renew this Agreement for an Optional Renewal Term of five (5) additional years. Contractor

may prohibit Authority from exercising the Optional Renewal Term by providing written notice to the Contract Administrator of Contractor's election to reject the Optional Renewal Term before two (2) years preceding the scheduled date of expiration of the Initial Term. If Contractor does not provide such written notice to the Contract Administrator on or before two (2) years preceding the scheduled date of expiration of the Initial Term prohibiting Authority from exercising the Optional Renewal Term, Authority may upon written notice to Contractor not later than one (1) year preceding the scheduled date of expiration of the Initial Term of this Agreement exercise such optional renewal term by such notice. This provision in no way limits Authority's right to terminate this Agreement at any time during the Initial Term or Optional Renewal Term thereof pursuant to the provisions in this Agreement.

Return to RFP Section [III.9](#)

#### **4.3 Routes for Residential Services**

Contractor shall submit routes for Residential Services to the Contract Administrator ninety (90) calendar days prior to the Commencement Date. Contractor shall provide Residential Services on the Scheduled Collection Day according to routes submitted to Contract Administrator. Contractor shall not amend, change, or alter the routes without Contract Administrator's approval.

The Contractor may submit requests to re-route Services during the Agreement Term to improve efficiency. The Contractor shall make reasonable efforts to limit the number of routing change requests. All routing change requests shall be submitted to the Contract Administrator for approval. Contract Administrator approval of routing change requests shall not be unreasonably withheld.

Any proposed re-routing request that will change the then current Collection Day for any Residential Service Units shall be submitted to the Contract Administrator at least 90 days prior to the effective date of the proposed change to provide time for the Contract Administrator to notify and educate the Residents who will be affected.

Return to RFP Section [VIII.8.5](#)

#### **4.4 Residential Trash Collection Services**

Contractor shall collect from each Residential Service Unit, once per week on a Scheduled Collection Day, all Trash contained in Carts. Each Residential Service Unit shall have a minimum of one (1) Cart for Collection of Trash. A Resident may submit a request to the Contract Administrator that the number or size of Trash Carts at their Residential Service Unit be increased or decreased. If the Contract Administrator approves a Resident's request to increase or decrease the size or the number of Trash Carts, the Contract Administrator shall issue an electronic work order to Contractor. Upon the receipt of an electronic work order from the Contract Administrator that increases or decreases the number of Carts at a Residential Service Unit, Contractor shall in accordance with the electronic work order (i) deliver or retrieve the specified number of Trash Carts and (ii) commence Collection of all Trash contained in the specified number of Cart(s) in the electronic work order for each Scheduled Collection Day for such Residential Service Unit.

Return to RFP Section [IV.2](#)



#### **4.5 Courtesy Collection**

The Contract Administrator may issue an electronic work order to the Contractor requesting a Courtesy Collection in situations where a former Resident vacates a Residential Service Unit but leaves the Trash Cart full. Upon receipt of the Contract Administrator's electronic work order, the Contractor shall send a Collection Vehicle to the Residential Service Unit on the specified date to collect the contents of the Trash Cart. The Contract Administrator may request a Courtesy Collection on a weekday other than the Scheduled Collection Day for the specified Residential Service Unit. The Contract Administrator shall issue the electronic work order no later than 5:00 PM on the day preceding the day when the Courtesy Collection is scheduled to occur, and the Contractor shall complete the Courtesy Collection by 6:00 PM on the date specified on the work order.

The Contractor shall include the cost of providing Courtesy Collections as requested by the Contract Administrator in the base Contract Rates for other Residential Services and at no additional cost to the Authority, City, or current Resident, regardless of frequency.

Return to RFP Section [IV.12](#)

#### **4.6 Residential Extra Trash Collection Services**

Version 1: Include the following text if Authority chooses Residential Extra Trash Collection Services Options 1-3 or delete the following text if Authority chooses Options 4 as described in RFP Section [IV.3](#)

Residents may place up to fifteen (15) additional Trash Bags, Green Waste Bags, or Green Waste Bundles affixed with an Extra Trash Sticker at the Curbside outside of Trash Carts for Collection as Extra Trash. Once per week on a Scheduled Collection Day, Contractor shall collect each Trash Bag, Green Waste Bag, or Green Waste Bundle affixed with an Extra Trash Sticker from Residential Service Units. Residents shall not be required to affix Extra Trash Stickers to bags placed inside the Trash Cart.

Residents may set out-up to [\[Enter Maximum Number of Green Waste Bags/Bundles for Selected Service Option\]](#) total Green Waste Bags and/or Green Waste Bundles for collection as Extra Trash without affixing an Extra Trash Sticker. Any Green Waste Bags and/or Green Waste Bundles above this limit may be placed outside the Trash Cart by affixing an Extra Trash Sticker in accordance with the previous paragraph. Green Waste Bags shall be clear plastic bags weighing less than forty (40) pounds and Green Waste Bundles shall be no more than two (2) feet in diameter, four (4) feet long, and weighing less than 40 pounds. Green Waste Bags and Green Waste Bundles shall be set in a separate pile at least three feet from other materials.

Residents may also set-out Christmas Trees outside of a Trash Cart provided that the trees are cut into lengths of four (4) feet or less. Residents are not required to affix Extra Trash Stickers to Christmas Trees.

Version 2: Include the following text if Authority chooses Residential Extra Trash Collection Services Option 4 or delete the text if Authority chooses Option 1-3 as described in RFP Section [IV.3](#)

Once per week on a Scheduled Collection Day, Residents may place up to fifteen (15) additional Trash Bags, Green Waste Bags, or Green Waste Bundles outside of Trash Carts at the Curbside

for Collection by Contractor. Extra Trash Collection Services shall be provided to each Residential Service Unit on the same day of the week that the Residential Service Unit receives Residential Trash Collection Services. Residents are required to schedule an appointment with the City to receive Residential Extra Trash Collection Services on their Scheduled Collection Day with appointment bookings closing at noon on the day before the Resident's Scheduled Collection Day. The Contract Administrator shall provide an electronic work order to Contractor listing the Residential Service Units that have scheduled appointments for Extra Trash Collection Services no later than 1:00 PM on the day before the Scheduled Collection Day. The Contractor shall Collect up to fifteen (15) additional Trash Bags, Green Waste Bags, or Green Waste Bundles placed outside of Trash Carts from each Residential Service Unit listed on the electronic work order on the Scheduled Collection Day.

Return to RFP Section [IV.3](#)

#### **4.7 Residential Recycling Collection Services Materials**

Contractor shall collect from each Residential Service Unit, once per week on the Scheduled Collection Day that Contractor collects Trash from such Residential Service Unit, all Program Recyclable Material contained initially in one Program Recyclable Materials Cart from each Residential Service Unit. A Resident may request of the Contract Administrator that Contractor increase or decrease the number of Program Recyclable Materials Carts at their Residential Service Unit. If the Contract Administrator approves a Resident's request to increase or decrease the number of Program Recyclable Materials Carts, the Contract Administrator shall issue an electronic work order to Contractor. Upon the receipt of an electronic work order from the Contract Administrator regarding increasing or decreasing the number of Carts at a Residential Service Unit, Contractor shall in accordance with the electronic work order (i) deliver or retrieve the specified number of Program Recyclable Materials Carts and (ii) commence Collection of all Program Recyclable Materials contained in the specified number of Cart(s) in the electronic work order for such Residential Service Unit.

The Contractor shall continue to provide Services to existing 48-gallon Recycling Carts that are in service as of the Commencement Date at the Contract Rate for 96-gallon Carts.

Return to RFP Section [IV.4](#)

#### **4.8 Manual Contamination Inspection Services**

[Optional – Delete this Section if not Required](#)

If requested in writing by the Contract Administrator, Contractor shall supply labor and equipment as required to perform the following services between [\[Minimum\]](#) and [\[Maximum\]](#) times per year for up to 250 adjacent Residential Service Units per request.

- (viii) On the requested date, send a crew of trained personnel supervised by Contractor to inspect any Program Recyclable Material set-out for collection at the Residential Service Units identified in the Contract Administrator's written request. Such inspections shall occur after 9:00 AM but before Contractor performs Residential Recycling Collection Services at those Residential Service Units.



- (i) For each Set-Out that contains unacceptable levels of contamination, the trained personnel shall affix an Unaccepted Set-Out Notice to the Set-Out in accordance with Section 7.2.2.
- (ii) The trained personnel performing the inspections shall record the number of Residential Service Units inspected, the total number of Program Recyclable Material Set-Outs, and the addresses of units where Unaccepted Set-Out Notices were affixed.
- (iii) Contractor shall not Collect Set-Outs at Residential Service Units where Unacceptable Set-Out Notices are affixed.
- (iv) Within two (2) business days, Contractor shall provide a written summary of the data collected during the inspection to the Contract Administrator in an editable electronic format to be approved prior the first inspection by the Contract Administrator.
- (v) Contractor shall coordinate with the Authority to allow the Contract Administrator or designate to observe the inspection crew.

The Contract Administrator's written request shall be submitted to Contractor at least fourteen (14) days prior to the date when the inspection is to occur. Contractor shall invoice Authority for Manual Contamination Inspection Services at the specified Contract Rate per inspection.

Return to RFP Section [IV.5](#)

#### **4.9 Electronic Contamination Inspection Services**

**Optional – Delete if not required**

If requested in writing by the Contract Administrator, Contractor shall install an electronic contamination monitoring system (Monitoring System) on one (1) or more Collection Vehicle(s). The Monitoring System shall meet the specifications in [Attachment 5](#) and be capable of identifying contaminated Recycling Carts as they are unloaded into the Collection Vehicle and automatically recording geolocation data where contaminated Carts were picked up in an electronic database where the data can be accessed and downloaded by the City. Any vehicles equipped with a Monitoring System may be deployed on different Recycling routes as requested by the Contract Administrator to record data on contamination rates in different parts of the City. Contractor shall maintain all components of the Monitoring System in good working order to achieve ninety (90) percent availability of the Monitoring System while the Collection Vehicle is on route on a calendar month basis.

Upon receipt of a written request from the Contract Administrator, Contractor shall have [\[Insert Lead Time\]](#) to install and commission the Monitoring System. Upon demonstrating to the Contract Administrator's satisfaction that the Monitoring System is working as intended, Contractor shall invoice Authority for initial installation at the Contract Rate per unit installed. For each month that the Monitoring System continues to operate, Contractor shall invoice Authority at the Contract Rate for monthly operation.

Return to RFP Section [IV.6](#)

## **SECTION 5 COLLECTION, DISPOSAL, AND PROCESSING LOCATIONS**

### **5.1 Collection Locations**

#### **5.1.1 Curbside**

Except as provided in Sections 5.1.2, 5.1.3, and 5.1.4, Contractor shall collect Trash, Extra Trash and Program Recyclable Materials at the Curbside. If the location for curbside collection cannot be agreed upon between the Residential Service Unit and Contractor, Contractor shall contact the Contract Administrator, and the Contract Administrator shall designate the collection location.

#### **5.1.2 Mandatory Modified Collection Service**

Contractor shall collect Trash and Program Recyclable Materials at a Modified Collection Location agreed upon between the Residential Service Unit and Contractor for each of the following Residential Service Units:

- (i) Residential Service Units for which the Contract Administrator finds that all Residents of the Residential Service Unit meet the City requirements for low income/disabled service and the Contract Administrator issues an electronic work order to Contractor with the address of the Residential Service Unit instructing Contractor to provide the Residential Service Unit with Mandatory Modified Collection Service; and
- (ii) Residential Service Units for which the Contract Administrator finds that providing service at the Curbside presents a health and safety hazard or that physical constraints at the Curbside interfere excessively with normal collection operations and for which the Contract Administrator issues an electronic work order with the address of a Residential Service Unit to Contractor instructing Contractor to provide the Residential Service Unit with Mandatory Modified Collection Service.

If a Modified Collection Location cannot be agreed upon between the Residential Service Unit and Contractor, Contract Administrator shall designate the Modified Collection Location. Contractor shall provide Mandatory Modified Collection Service to Residential Service Units designated by the Contract Administrator until Contract Administrator issues an electronic work order to Contractor instructing Contractor to cease providing Mandatory Modified Collection Service to the Residential Service Unit identified by the work order. Upon receipt of an electronic work order from the Contract Administrator to cease providing Mandatory Modified Collection Service, Contractor shall immediately (i) cease providing Mandatory Modified Collection Service to the specified Residential Service Unit, and (ii) commence providing collection of Trash and Program Recyclable Materials at the Curbside to the specified Residential Service Unit.

Mandatory Modified Collection Service shall be invoiced to the Authority at the standard Contract Rates for Residential Trash Collection Services and Residential Recycling Collection Services with no additional charges for providing Service at the Modified Collection Location.

Residential Extra Trash Collection Service shall not be provided at the Modified Collection Location but shall be provided at the Curbside.

Return to RFP Section [IV.7](#)

**5.1.3 Premium Modified Collection Service**

Residents may submit requests to the Contract Administrator to receive Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location as an optional service for an additional fee (Premium Modified Collection Services). For each Residential Service Unit for which the Contract Administrator has issued an electronic work order with the address of such Residential Service Unit to Contractor instructing Contractor to provide Premium Modified Collection Services, Contractor shall collect Trash and Program Recyclable Materials at a Modified Collection Location agreed upon between the Residential Service Unit and Contractor. If a Modified Collection Location cannot be agreed upon between the Residential Service Unit and Contractor, Contract Administrator shall designate the Modified Collection Location. Contractor shall provide Premium Modified Collection Services to such Residential Service Unit until Contract Administrator issues an electronic work order with the address of the Residential Service Unit to Contractor instructing Contractor to cease providing Premium Modified Collection Services to such Residential Service Unit. Upon receipt of an electronic work order with the address of the Residential Service Unit from the Contract Administrator to cease providing Premium Modified Collection Services, Contractor shall immediately (i) cease providing Premium Modified Collection Services to the specified Residential Service Unit and (ii) commence providing collection of Trash and Program Recyclable Materials at the Curbside to the specified Residential Service Unit.

Premium Modified Collection Service shall be invoiced to the Authority as an additional charge per active work order to the base Contract Rates for Residential Trash Collection Services and Residential Recycling Collection Services at the specified Contract Rate for Premium Modified Collection Services in Attachment 1.

Residential Extra Trash Collection Service shall not be provided at the Modified Collection Location in the work order but shall be provided at the Curbside.

Return to RFP Section [IV.8](#)

**5.1.4 Alley Collection Service**

At Residential Service Units designated by the Contract Administrator, Residential Trash Collection Services and Residential Recycling Collection Services shall be provided in alleys instead of at the Curbside. At such Residential Service Units, Residential Extra Trash Collection Services shall be provided at the Curbside and not in the alley.

Residential Service Units designated by the Contract Administrator to receive Services in alleys shall be invoiced to the Authority at the standard Contract Rates for Residential Trash Collection Services and Residential Recycling Collection Services with no additional charges for providing Services in the alley.

**5.2 Disposal Locations**

Return to RFP Section [IV.9](#)

**5.2.1 Delivery of Trash and Extra Trash from Residential Service Units**

Except as provided in Section 5.2.2, Contractor shall deliver all Trash and Extra Trash collected from Residential Service Units to the Recovery Facility. For all Trash and Extra Trash collected from Residential Service Units delivered by Contractor to the Recovery Facility, after receiving

the weight ticket at the Recovery Facility, Contractor shall enter the weight, complete, sign and date a blank Hauler Affidavit form ([Attachment 7](#)), and give the completed Hauler Affidavit to the scale house operator. A representative of Authority will pick up the completed Hauler Affidavits from the Recovery Facility. If Contractor fails to submit a completed Hauler Affidavit, Authority shall have the right at its sole discretion to require Contractor to pay Authority for disposal and recovery costs associated with the materials delivered for which a Hauler Affidavit was not provided to the scale house operator. Disposal of Trash or Extra Trash from Residential Service Units at a disposal facility other than the Recovery Facility or a Designated Disposal Facility as directed by Authority is a violation of this section of the Agreement and is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority's option.

#### **5.2.2 Unloading Delays at Recovery Facility**

If the rolling average time from arrival of Collection Vehicles at the Recovery Facility to the time that the Collection Vehicles scale out of the Recovery Facility exceeds thirty (30) minutes during any period of one (1) hour or more, Contractor may submit a request to the Contract Administrator requesting authorization to redirect Collection Vehicles to the Designated Disposal Facility. The Contractor shall supply data to the Contract Administrator from the onboard GPS systems on the Collection Vehicles demonstrating that average unloading times have exceeded thirty (30) minutes for at least one hour. The data shall be presented in an accessible format to the satisfaction of the Contract Administrator. Notwithstanding the supply of such data to the Contract Administrator, the Contractor shall not redirect Collection Vehicles to the Designated Disposal Site without prior written authorization from the Contract Administrator.

Return to RFP Section [IV.9](#)

#### **5.2.3 Alternate Disposal Facilities**

The Authority may redirect the Contractor's Collection Vehicles to alternate Disposal Facilities other than the Recovery Facility or the Designated Disposal Facility at no additional cost to the Authority provided that such alternate Disposal Facilities are located within twenty-five (25) straight-line miles of East 31<sup>st</sup> Street and South Pittsburg Avenue in Tulsa, Oklahoma.

#### **5.2.4 Disposal of Materials from Other Sources**

Contractor shall dispose of materials that are not collected from Residential Service Units at a disposal facility. For disposal of materials other than Trash or Extra Trash which is collected from Residential Service Units, Contractor shall be solely responsible for the payment of any and all fees associated with disposal of such materials. Contractor shall assure that neither Authority nor City is charged for disposal of materials other than Trash or Extra Trash which is collected from Residential Service Units. Each month Contractor shall receive from Authority a schedule of the volumes set forth on the Hauler Affidavits by route. Collections Contractor shall analyze the schedules by (1) determining the expected volume of collections made by each of its haulers by route and by season if appropriate, (2) comparing each month the volumes collected by each of its haulers by route set forth in the schedule, and (3) determining if the collections disposed of at the Recovery Facility or a Designated Disposal Facility as directed by Authority are consistent with the volume of Trash and Extra Trash that Contractor has estimated for the route. Any deviations from the estimated volume of Trash and Extra Trash for such route shall be investigated by Contractor. If Contractor's analysis results in a determination that an amount disposed of by

Contractor's hauler and charged to Authority was in excess of what reasonably should have been disposed of, Contractor shall immediately notify Authority and make repayment to Authority for such overcharge.

Authority and City shall also review and analyze the volumes delivered to the Recovery Facility or to the Designated Disposal Facility as directed by Authority for the account of Authority by each of Contractor's haulers. If Authority or City find discrepancies, Authority or City shall notify Contractor and request that Contractor investigate the discrepancy and respond to Authority within five calendar days. If Contractor determines that Authority and/or City has been charged for disposal of materials other than Trash or Extra Trash which is collected from a Residential Service Unit, Contractor shall repay Authority and/or City for such charges within five (5) calendar days from making such determination. Failure of Contractor to repay Authority and/or City within five (5) calendar days of notice from Authority or City of such charges is a breach of this Agreement and may result in termination by Authority of this Agreement with Contractor. If Contractor determines that Authority and/or City has not been charged for disposal of materials other than Trash or Extra Trash that is collected from a Residential Service Unit, Contractor shall in writing notify Authority and/or City of the determination and the factual basis of Contractor's determination. If the actions of Contractor's employee or subcontractor cause Authority and/or City to be charged for the disposal of materials other than Trash or Extra Trash which is collected from a Residential Service Unit, Authority shall have the right to require Contractor to remove such employee or subcontractor from service under this Agreement. Authority shall provide Contractor with a written notice of the exercise of its right to require removal of an employee or subcontractor from services under this Agreement. Charging or causing Authority and/or City to be charged for disposal of materials other than Trash or Extra Trash from Residential Service Units is a breach of this Agreement and may result in termination by Authority of the Agreement at Authority's option. The obligations of Contractor pursuant to this Section 5.2.4 shall survive expiration or termination of this Agreement.

Return to RFP Section [IV.9](#)

### **5.3 Processing Locations**

#### **5.3.1 Program Recyclable Materials Processing Location**

Contractor shall deliver all Program Recyclable Materials collected from Residential Service Units to the Recycling Facility. For all Program Recyclable Materials collected from Residential Service Units delivered by Contractor to the Recycling Facility, Contractor shall sign and date a Hauler Affidavit in the form attached as [Attachment 7](#) hereto. If Contractor's hauler fails to submit a Hauler Affidavit, Authority may require Contractor to be solely responsible for processing costs associated with such materials for which Contractor's hauler failed to submit the completed and signed Hauler Affidavit. Processing of Program Recyclable Materials collected from Residential Service Units at a Facility other than the Recycling Facility in violation of this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority's option.

Return to RFP Section [IV.10](#)



### **5.3.2 Alternate Processing Locations**

The Authority may redirect the Contractor's Collection Vehicles to alternate Material Recovery Facilities other than the Designated MRF at no additional cost to the Authority provided that such alternate Material Recovery Facilities are located within twenty-five (25) straight-line miles of East 31<sup>st</sup> Street and South Pittsburg Avenue in Tulsa, Oklahoma.

### **5.3.3 Processing of Materials from Other Sources**

Contractor shall process Recyclable Materials that are not collected from Residential Service Units at a MRF. For processing of materials other than Program Recyclable Materials which are collected from Residential Service Units, Contractor shall be solely responsible for the payment of any and all fees associated with processing such materials. Contractor shall assure that neither Authority nor City is charged for processing materials other than Program Recyclable Materials which are collected from Residential Service Units. Each month Contractor shall receive from Authority a schedule of the volumes set forth on the Hauler Affidavits by route. Collections Contractor shall analyze the schedules by (1) determining the expected volume of collections made by each of its haulers by route and by season if appropriate, (2) comparing each month the volumes collected by each of its haulers by route set forth in the schedule, and (3) determining if the collections processed at the Designated MRF are consistent with the volume of Program Recyclable Materials that Contractor has estimated for the route. Any deviations from the estimated volume of Program Recyclable Materials for such route shall be investigated by Contractor. If Contractor's analysis results in a determination that an amount processed at the Designated MRF and charged to Authority was in excess of what reasonably should have been processed, Contractor shall immediately notify Authority and make repayment to Authority for such overcharge.

Authority and City shall also review and analyze the volumes delivered to the Designated MRF for the account of Authority. If Authority or City find discrepancies, Authority or City shall notify Contractor and request that Contractor investigate the discrepancy and respond to Authority within five calendar days. If Contractor determines that Authority and/or City has been charged for processing of materials other than Program Recyclable Materials collected from a Residential Service Unit, Contractor shall repay Authority and/or City for such charges within five (5) calendar days from making such determination. Failure of Contractor to repay Authority and/or City within five (5) calendar days of notice from Authority or City of such charges is a breach of this Agreement and may result in termination by Authority of this Agreement with Contractor. If Contractor determines that Authority and/or City has not been charged for processing of materials other than Program Recyclable Materials collected from a Residential Service Unit, Contractor shall in writing notify Authority and/or City of the determination and the factual basis of Contractor's determination. If the actions of Contractor's employee or subcontractor cause Authority and/or City to be charged for the processing of materials other than Program Recyclable Materials collected from a Residential Service Unit, Authority shall have the right to require Contractor to remove such employee or subcontractor from service under this Agreement. Authority shall provide Contractor with a written notice of the exercise of its right to require removal of an employee or subcontractor from services under this Agreement. Charging or causing Authority and/or City to be charged for processing of materials other than Program Recyclable Materials from Residential Service Units is a breach of this Agreement and may result in termination by Authority of the Agreement at Authority's option. The obligations of Contractor pursuant to this Section 5.3.3 shall survive expiration or termination of this Agreement.

Return to RFP Section [IV.10](#)

## **SECTION 6 COMMINGLING OF MATERIALS FROM RESIDENTIAL SERVICES WITH OTHER MATERIALS PROHIBITED**

Except when approved in writing by the Contract Administrator, Contractor shall not commingle the following materials: (i) Trash, Extra Trash and/or Program Recyclable Materials from Residential Services collected under this Agreement with other materials generated from other sources; (ii) Program Recyclable Materials with Trash and/or Extra Trash, or other material. Commingling of materials in violation of this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority's option.

## **SECTION 7 INSPECTION OF SET-OUTS AND UNACCEPTED SET-OUTS**

### **7.1 Contractor's Right to Inspect Set-Outs**

Contractor may inspect each Set-out prior to collection for compliance with the requirements of this Agreement.

### **7.2 Unaccepted Set-outs**

#### **7.2.1 Reasons for Unaccepted Set-outs**

Prior to collection of the Set-out, Contractor may designate a Set-out as an Unaccepted Set-out for the following reasons:

- (i) A Set-out exceeds the Set-out limits as established in this Agreement;
- (ii) A Set-out of Program Recyclable Materials contains Contamination exceeding twenty-five (25) percent by weight;
- (iii) A Set-out is more than four feet from the curb or inaccessible due to physical interference or blockage;
- (iv) A Set-out presents a substantial endangerment, such as injury, disease, or death, to the public or employee health or safety; or
- (v) A Set-Out contains Unacceptable Waste that cannot be easily separated, such as by manual efforts.

Contractor may not designate a Set-Out as an Unaccepted Set-Out for any reason other than those identified in this section.

#### **7.2.2 Procedure for Unaccepted Set-Outs**

If Contractor designates a Set-Out or a portion of a Set-Out as an Unaccepted Set-Out for any of the reasons set forth in Section 7.2.1, Contractor shall: (i) Collect the portion of the Set-Out that is properly Set-Out; and (ii) Immediately provide an Unaccepted Set-Out Notice to the Resident stating the reason the Set-Out or portion of the Set-Out was designated as an Unaccepted Setout; For all Unaccepted Set-Outs, Contractor shall provide a written report of the Unaccepted Set-Outs including the address, reason Set-Out was an Unaccepted Set-Out, a photograph of the Unaccepted



Set-Out with the Unaccepted Set-Out Notice attached, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM the next Business Day. If Contractor fails to provide a written report in accordance with this Section, Contractor shall be subject to Administrative Charges as set forth in this Agreement.

## **SECTION 8 REJECTED LOADS**

### **8.1 Rejected Loads at Recovery Facility**

The Recovery Facility may reject loads containing unacceptable materials including but not limited to materials that are hazardous or that contain materials potentially harmful to the Recovery Facility's personnel, equipment or process.

Contractor shall provide immediate notification to the Contract Administrator if a load of Trash and/or Extra Trash from Residential Service Units is rejected by the Recovery Facility and the reason(s) for the load rejection and shall document any rejected loads in the daily report in accordance with Section 18.3. If a load or partial load rejected by the Recovery Facility is not Hazardous Waste, then Contractor shall be solely responsible for bringing such load into compliance with the requirements of an accepted load at the Recovery Facility, and/or for delivery of any rejected load or partial rejected load to the Designated Disposal Facility as directed by the Contract Administrator. Contractor shall be responsible for management of any rejected load or partial rejected load that is Hazardous Waste in accordance with the Contingency Plan in Attachment 3. Contractor shall dispose of all Trash and Extra Trash collected in connection with this Agreement at the Recovery Facility unless directed otherwise by Authority.

### **8.2 Rejected Loads at the Recycling Facility**

The Designated MRF may reject loads containing unacceptable materials including but not limited to materials that are hazardous, that contain materials potentially harmful to the Designated MRF's personnel, equipment or process, or that contain more than twenty-five (25) percent Contamination by weight.

If a load of Program Recyclable Materials from Residential Service Units is rejected by the Designated MRF, Contractor shall be solely responsible for transporting such load to the Recovery Facility.

Return to RFP Section [IV.11](#)

## **SECTION 9 COLLECTION EQUIPMENT**

### **9.1 Collection Vehicles**

Return to RFP Section [IV.14](#)

#### **9.1.1 Appearance of Collection Vehicles**

Contractor shall paint all collection vehicles uniformly as approved by the Contract Administrator. Contractor shall paint all collection vehicles with the name of Contractor and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the

rear of the vehicle. All trucks and other collection vehicles must meet the paint requirements when put into service under this Agreement. Contractor shall maintain records of each collection vehicle including the unique identification number and route serviced. Contractor shall not permit any advertising on collection vehicles for persons or entities other than Contractor. Contractor shall maintain all collection vehicles free of visible signs of rust and in a clean manner. Upon the request of the Contract Administrator, Contractor shall wash collection vehicles to maintain a clean appearance.

#### **9.1.2 Vehicle Fuel Type and Emissions**

Respondents may use compressed natural gas, diesel, or other fuel types provided that all vehicles are compliant with the United States Environmental Protection Agency's then current or most recently promulgated Final Rule for Phase 2 Greenhouse Gas Emissions Standards and Fuel Efficiency Standards for Medium- and Heavy-Duty Engines and Vehicles.

<https://www.epa.gov/regulations-emissions-vehicles-and-engines/final-rule-phase-2-greenhouse-gas-emissions-standards>

Emission control technologies to be installed on the Contractor's Collection Vehicles and associated emissions guarantees are provided in [Attachment 6](#). Upon request the Contractor shall provide documentation to the Contract Administrator demonstrating compliance with these requirements to the satisfaction of Authority.

[If Contractor's Proposal includes electric vehicles, additional information from the Proposal on charging and cold-weather operations will be inserted in accordance with RFP Section [IV.15](#).]

All costs related to purchase, fueling, charging, operation, and maintenance of the Contractor's Collection Vehicles shall be paid by the Contractor and included in the base Contract Rates for Residential Services, regardless of fuel type.

Return to RFP Section [IV.15](#)

#### **9.1.3 Collection Vehicle Specifications**

All Residential Trash Collection Services shall be provided in Carts or, where applicable under the terms of this Agreement, additional Extra Trash set-out bags. However, the Authority recognizes that there may be advantages to using Collection Vehicle type(s) other than Automated Side Loader (ASL) vehicles in areas that are not conducive to safe or efficient ASL operation, or to facilitate co-collection of Trash in Carts and Extra Trash items placed outside of Carts. At minimum, all Collection Vehicles used for Cart-based Trash collection shall have a mechanical arm or Cart tipper.

All Collection Vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow and maintained in a clean, safe, and sanitary manner without creating nuisance impacts in the community. All such Collection Vehicles shall be equipped with back-up cameras, back-up alarms, fire extinguishers, first aid and spill containment kits and comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license or roadway weight limitations.

The Contractor shall equip all Collection Vehicles with onboard electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-

time positioning, route monitoring, work order management and photo verification of service delivery in accordance with the specifications provided in [Attachment 4](#). The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates, including the cost of any software licenses required by the City.

Contractor's onboard technology systems and cameras on each Collection Vehicle shall be available for at least ninety (90) percent of the hours that the Collection Vehicle is on route on a calendar month basis. The City shall have read-only access to the Contractor's onboard technology systems which shall be interoperable with the City's electronic work order system (Lucity) through use of compatible native software. The City shall be provided with at least six (6) licenses to any software employed by the onboard technology systems at no additional cost to the Authority or to the City. The City shall also have read-only access to onboard technology system data using an Application Programming Interface (API).

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

- (i) Transmission of open work orders to Collection Vehicles for completion,
- (ii) Transmission of completed work orders from Collection Vehicles to the City,
- (iii) Transmission of current location, route completed and route remaining from Collection Vehicles to the City, including a graphical route map clearly identifying the route and providing colored lines indicating if the vehicle has travelled the street in one or both directions,
- (iv) Generation and transmission of an automated end-of-day report identifying any sections of any routes where a Collection Vehicle did not pass,
- (v) Generation and transmission of automated end-of-day report identifying the address of any Unaccepted Set-Outs with a photograph of the Unaccepted Set-Out in accordance with Section 7.2.2,
- (vi) Review of camera data for service verification,
- (vii) Access to stored geolocation data.

The automatically generated reports referenced in (iv) and (v) above shall be included in the Contractor's daily reports submitted to the Contract Administrator in accordance with Section 18.3. The Contractor's technology systems shall store all data collected by the Collection Vehicle onboard systems for a period of one month for retrieval and review by the City. The Contractor and Authority shall work cooperatively to update onboard technology systems as required to maintain functionality and incorporate future improvements to existing technologies during the Agreement Term.

Return to RFP Section [IV.14](#)

#### **9.1.4 Collection Vehicle Age**

On the Commencement Date, all Collection Vehicles shall be less than three (3) years old. Throughout the Agreement Term, the average age of the Contractor's Collection Vehicles shall be less than seven (7) years.

**9.1.5 Purchase or Lease, Operation, Maintenance, Storage and Replacement of Collection Vehicles**

Contractor, at its sole cost, shall purchase or lease, operate, maintain, store and replace all collection vehicles as required. Contractor shall maintain collection vehicles according to manufacturer standards and in good working condition including, but not limited to compaction, prevention of leakage, and other performance requirements.

**9.2 Carts**

Return to RFP Section [IV.16](#)

**9.2.1 Purchase, Delivery, and Distribution of Carts**

Carts used by Residential Service Units prior to the Commencement Date are owned by Authority and shall continue to be used after the Commencement Date to provide Residential Services hereunder.

Authority shall purchase new Carts as required for provision of Residential Services to new Residential Service Units or for replacement of existing Carts that become unusable due to loss, theft, damage by Resident, or normal wear-and-tear during the Agreement Term. The Contractor, at its sole cost, shall be responsible for fulfilling the following tasks and payment of costs related to these tasks:

- (i) Providing a secured area within the City for staging of new or repaired Carts prior to distribution;
- (ii) Distribution of new and replacement Carts to Residential Service Units and performing all Cart exchanges at Residential Service Units; and
- (iii) Maintaining and updating an electronic record of the unique Cart identification number (CIN) for each Cart delivered and assigned to a Residential Service Unit during the Agreement Term.

**9.2.2 Staging for Distribution, Storage of Additional and Replacement Carts, Maintenance of Carts**

Contractor, at its sole cost, shall provide a secured area within the City for staging of Carts prior to distribution. Contractor shall store all additional and replacement Carts locally to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator. Contractor shall deliver new and replacement Cart(s) to a Residential Service Unit within two (2) Business Day(s) of the written work order of the Contract Administrator. For distribution of new, additional, or replacement Carts, Contractor shall attach a Program Introduction Notice provided by Authority to each Cart delivered and electronically record the number assigned to the Cart and the name and address to which the Cart was delivered. Contractor shall make available to Authority or its designee access to its Cart maintenance software, which shall include individual Cart identification numbers for Trash and Recycling Carts for each Residential Service Unit. Information in the Cart maintenance software system shall be updated daily by the Contractor including Cart deliveries, replacements and maintenance performed the previous work day. Contractor's Cart maintenance software system shall be compatible with Windows software. Contractor shall be notified by Authority or its designee of reports to be generated by Contractor for Authority from the Cart maintenance software system as determined by Contract Administrator. An electronic list of the Cart numbers associated with each name and address sorted by address shall be made available to Contract Administrator within five (5) Business Days of the initial distribution of Carts and

updated and provided to Contract Administrator every month thereafter. Contractor shall be solely responsible for the maintenance, including warranty issues, and repair of Carts. Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment.

Carts with damaged lids, wheels, or axles shall be repaired by Contractor by replacing the damaged lid, wheel, or axle with replacement lids, wheels, or axles approved for use by the original Cart manufacturer and Contract Administrator. All costs related to the purchase and delivery of replacement lids, wheels, and axles, retrieving damaged Carts, and making repairs and delivering replacement Carts to Residential Service Units shall be paid by Contractor and included in the base Contract Rates for Residential Services.

Carts with broken bodies, lift bars or handles shall be considered damaged beyond repair and shall be replaced in accordance with Section 9.2.3. The Contractor shall be responsible for recycling or disposal of Carts at the end of their useful life. The Contractor shall credit the Authority for deposits, scrap value, or any other positive revenue received from the Cart manufacturer or other sources in connection with end-of-life management of Carts.

**9.2.3      Replacement of Carts**

- (i) Upon notification to Contractor by the Contract Administrator that a Cart has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall deliver a replacement Cart to such customer within two (2) Business Day(s).
- (ii) If satisfactory evidence is provided to the Contract Administrator that the Cart is damaged beyond repair due to actions of the Resident, or if the Cart is lost, or stolen, then the purchase and shipping cost of a new Cart shall be paid by the Authority and Contractor shall be paid for delivery of the replacement Cart at the specified Contract Rate.
- (iii) If satisfactory evidence is provided to the Contract Administrator that the Cart is damaged beyond repair due to actions of Contractor then the purchase and shipping cost of a new Cart shall be paid by Contractor and Contractor shall deliver the replacement Cart at no additional cost to the Authority or Resident.
- (iv) During the Agreement Term, Contractor shall provide written notification (which may be made by email) to the Contract Administrator of the number and size of Carts Contractor requests Authority to order as replacement Carts on behalf of Contractor. Such written notification shall be provided to the Contract Administrator at least sixty (60) days before the date that delivery is required, and Contractor and the Contract Administrator shall work cooperatively to ensure that a sufficient inventory of replacement Carts is always maintained. The Contract Administrator or his designee shall provide the order to the Cart provider and obtain a written confirmation of the order, including the cost and the estimated delivery date. The replacement Carts will be delivered to a location designated and maintained by Contractor. Contractor shall notify the Contract Administrator of Contractor's Cart storage location at the time it requests that Authority order Carts pursuant to this Agreement. Upon receipt of the Carts, the Contractor shall notify Authority (which may be made by email) of the number and sizes of Carts received by the Contractor from the Cart supplier. Contract Administrator or his designee shall notify the Contractor of the price of such Carts including shipping. All risk of loss for the Carts transfers from the Cart supplier to the Contractor when the Carts are delivered to the Contractor. The Contractor shall provide

Authority with a monthly report identifying the number and size of Carts currently in inventory and the number and size of Carts used as replacement Carts for each month. Contractor and Contract Administrator shall perform a quarterly audit of all Carts, including new, delivered, repaired, replacement and exchanged Carts.

#### **9.2.4      Exchange of Trash Carts**

A Resident may submit a request to the Contract Administrator to exchange a Trash Cart for a larger or smaller Trash Cart. If the Contract Administrator approves a Resident's exchange request, the Contract Administrator shall issue an electronic work order to Contractor. Upon the receipt of an electronic work order from the Contract Administrator regarding exchange of Carts at a Residential Service Unit, Contractor shall in accordance with the electronic work order (i) retrieve the specified Trash Cart and (ii) deliver the specified Trash Cart. Authority shall pay Contractor in accordance with the Contract Rates for each Cart exchange performed pursuant to an electronic work order issued by the Contract Administrator.

#### **9.2.5      Additional Carts**

Residents may request additional 96-gallon Carts for either Trash or Recycling Collection. If the Contract Administrator approves a Resident's request for an additional Trash or Recycling Cart, the Contract Administrator shall issue an electronic work order to Contractor. Upon the receipt of an electronic work order from the Contract Administrator regarding additional Carts at a Residential Service Unit, Contractor shall in accordance with the electronic work order (i) deliver the specified Trash and/or Recycling Cart. Authority shall pay Contractor in accordance with the Contract Rates for each electronic work order issued by the Contract Administrator for additional Carts.

### **9.3      Other Collection Equipment**

#### **9.3.1      Appearance of Other Collection Equipment**

Contractor shall be solely responsible to ensure that the appearance of other collection equipment is consistent with the collection vehicles and Carts. Contractor shall not permit any advertising on collection equipment for persons or entities other than Contractor. Contractor shall maintain all collection equipment in a clean manner. Upon the request of the Contract Administrator, Contractor shall wash collection equipment to maintain a clean appearance.

#### **9.3.2      Purchase or Lease, Operation, and Maintenance of Other Collection Equipment**

Unless otherwise stated in this Agreement, Contractor, at its sole cost and expense, shall purchase or lease, operate, and maintain collection equipment as required for the provision of Residential Services. Contractor shall maintain collection equipment according to manufacturer standards, in good working condition and clean in appearance.

#### **9.3.3      Replacement of Other Collection Equipment**

Unless otherwise stated in this Agreement, Contractor shall be responsible for replacing other collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear, whether by purchase or lease. If Contractor or Contract Administrator determines that collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment that meets the requirements of this Agreement.



## **9.4 Ownership of Collection Equipment**

### **9.4.1 Ownership of Collection Equipment other than Carts**

Collection equipment other than Carts shall be owned by Contractor, an affiliate of Contractor, or its Subcontractors.

### **9.4.2 Ownership of Carts**

Authority shall be the owner of the Carts. The terms of this Section 9.4.2 shall survive the termination or expiration of this Agreement.

## **SECTION 10 PERSONNEL**

### **10.1 Contractor's Representative and Key Personnel**

At least ten calendar days prior to the Effective Date, Contractor shall have a qualified, competent and reliable representative on duty who is duly authorized and responsible its operations under this Agreement, to make decisions and act on its behalf ("Contractor's Representative"). Contractor agrees that Authority and Contract Administrator shall have twenty-four (24) hour access to said Contractor's Representative via a non-toll call from City. Contractor agrees Contractor's Representative shall upon request of Authority attend any or all Authority meetings and be available to attend in person at any meetings or field inspections in the local city area as reasonably requested. Contractor shall provide to the Contract Administrator in writing on or before the Effective Date of this Agreement, the names, email addresses, fax numbers, business, cell and home phone numbers of Contractor's Representative and other key personnel.

Answering machines, pagers or other devices that do not provide for immediate contact with Contractor's Representative or key personnel shall not meet the requirements of this Section. If the Contract Representative or any key personnel change, Contractor shall provide to the Contract Administrator the name, email address, fax number, business phone number, cell phone number and home phone number of the new Contractor's Representative or key personnel at least five (5) Business Day(s) before the replacement takes over the duties of the former Contractor's Representative or key personnel.

Up to four (4) times per year by request, the Contractor's Representative shall attend an in-person meeting with the Contract Administrator to review key performance indicators for the periods since the most recent previous meetings, planned initiatives, and needed improvements. The Contractor's Representative shall also attend in person at any regularly scheduled meeting of the Authority Board, if requested.

Return to RFP Section [IV.20](#)

### **10.2 Personnel Requirements**

Contractor shall adhere to the following requirements:

- (i) Contractor shall hire and maintain qualified personnel to provide service under this Agreement. Personnel operating commercial vehicles in the City or in connection with this Agreement shall have a valid commercial driver's license pursuant to the requirements of Service Oklahoma.



- (ii) Contractor shall furnish each employee and subcontractor involved in the performance of this Agreement with a uniform, shirt, jacket, and pants, proper footwear and safety vest. Contractor shall ensure the uniform shirt and jacket clearly displays the name of Contractor. Such uniforms and safety equipment shall be designed to make the employee and subcontractor readily identifiable as Contractor's employee or subcontractor. Contractor's employees and subcontractors shall wear complete uniforms and safety vest at all times.
- (iii) Contractor shall provide regularly scheduled, on-going operating and safety training for all employees and subcontractors. Such meetings shall be mandatory for all collection and supervisory personnel and shall be held not less than once per month. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.
- (iv) All employees or subcontractors involved in the performance of this Agreement including office and all collection personnel, shall be provided adequate training before and during their employment or contract with Contractor. This training shall familiarize employees and subcontractors with the required duties and standards of performance. All employees and subcontractors shall be provided with comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by or contracted with Contractor.
- (v) Contractor's employees and subcontractors shall treat all customers, co-workers, Authority personnel, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. Authority reserves the right to direct Contractor to remove any employee or subcontractor who violates this policy from providing services related to this Agreement.
- (vi) In performance of services, Contractor's employees and subcontractors shall adhere to municipal, state and federal laws. Authority shall notify Contractor in writing of a complaint regarding any employee or subcontractor of Contractor who violates any provision herein. Authority may require Contractor to remove any unacceptable employee or subcontractor, as determined by Authority, from service related to this Agreement.

## **SECTION 11 HOURS OF OPERATION**

### **11.1 Collection Hours of Operation**

Excluding holidays as defined in this Agreement, Contractor shall provide Residential Services during the hours of operation as defined in this Section. Unless Contractor notifies Contract Administrator prior to 6:00 PM, Central Time on a Business Day that Contractor shall be unable to provide all Residential Services before 6:00 PM, Central Time on that Business Day, Contractor shall provide collection for Residential Services during regular hours of operation for Residential Services which shall mean Monday through Friday, 6:00 AM, Central Time to 6:00 PM, Central Time. If Contractor notifies Contract Administrator prior to 6:00 PM, Central Time on a Business

Day that Contractor shall be unable to provide all Residential Services before 6:00 PM, Central Time on that Business Day, Contractor may provide collection for Residential Services for that Business Day through 8:00 PM, Central Time. Contractor shall not provide collection for Residential Services before 6:00 AM, Central Time or after 8:00 PM, Central Time. Contractor shall provide Residential Services that fall on a holiday in accordance with the requirements of Section 12 of this Agreement.

## **SECTION 12 HOLIDAYS**

For purposes of this Agreement, holidays shall include only the following:

- (i) New Year's Day;
- (ii) Thanksgiving Day; and
- (iii) Christmas Day.

The Contract Administrator, at its sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the Contract Administrator shall provide Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a Scheduled Collection Day for Residential Services, Contractor shall perform the scheduled collection for the holiday and the remainder of the collections during the calendar week in which such holiday falls, on the next calendar day after each Scheduled Collection Day.

## **SECTION 13 COMPLAINTS**

All customer service complaints for Residential Services shall initially be directed to the Contract Administrator. The Contract Administrator shall contact the Contractor Representative via fax or email and provide the following information:

- (i) Customer name, address, and phone number
- (ii) Type of complaint

For all complaints, whether received by the Contract Administrator or Contractor, Contractor shall resolve each complaint as follows:

- (i) If the complaint is a missed collection and Contractor cannot provide proof that the collection is not a missed collection, such as a time stamped photograph, Contractor shall pick up the missed collection on that same day if the complaint is delivered to Contractor prior to 1:00 PM, Central Time.
- (ii) If the complaint is a missed collection and Contractor cannot provide proof that the collection is not a missed collection, such as a time stamped photograph, Contractor shall pick up the missed collection before 5:00 PM on the next calendar day if the complaint is delivered to Contractor after 1:00 PM, Central Time.
- (iii) For all other complaints, Contractor shall resolve the complaint within twenty four (24) hours of notice of such complaint to Contractor. For each customer complaint, Contractor shall enter the following information into a database using software compatible with Microsoft Windows software:

- a. Date notice of complaint received, time notice of complaint received and source of notice of the complaint;
- b. Contractor's opinion of the complaint as legitimate or non-legitimate;
- c. Date, time and action taken to resolve complaint;
- d. Name of responsible contact at Contractor's location regarding the complaint; and
- e. Any other information requested by Authority or City.

Contractor and Contractor's employees and subcontractors understand, acknowledge, and agree that customer service is of high importance to Authority. Contractor and its employees and subcontractors will work diligently to provide excellent customer services to Authority and all customers.

## **SECTION 14 TRANSITION SUPPORT**

Contractor understands, acknowledges, and agrees that a smooth transition of Residential Services from one provider to another is essential for the health and safety of the City and its residents. Contractor understands, acknowledges, and agrees that the failure of Contractor to timely and promptly transition Residential Services may create serious health and safety issues for Authority, the City and its Residents. Contractor understands, acknowledges, and agrees that Authority and the City do not possess the necessary manpower or equipment to provide Residential Services. Contractor shall cooperate fully and timely with Authority and City and any previous and subsequent provider(s) in any transition of Residential Services. Contractor shall cooperate fully with Authority in:

- (i) The transition to Contractor providing services upon the Commencement Date;
- (ii) The transition from Contractor to subsequent person(s) or the City providing services upon expiration of the initial term or optional renewal term; and,
- (iii) The transition from Contractor to subsequent person(s) or the City providing services upon termination of the Agreement. For the transition from the vendors providing Residential Services prior to the Commencement Date, Contractor shall provide, at Contractor's sole expense, three full time employees to provide transition support to Authority and the City. Contractor shall provide fulltime employees that meet requirements determined by the Contract Administrator. If Contractor fails to fully and completely transition in accordance with this Agreement or the Transition Plan, Contract Administrator may engage the services of another service provider to fully and completely transition in accordance with this Agreement and the Transition Plan in Section 18.1 and incur the reasonable expenses of such transition which Contractor hereby agrees to pay to Authority. In the event Contract Administrator is unable to secure the immediate services of another solid waste provider, Authority and/or City may pursue all equitable, contractual and legal remedies available to Authority and/or City.

## **SECTION 15 DAMAGE TO PROPERTY**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. 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, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Collections Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours of the earlier of knowledge or notice to Collections Contractor of such damage, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Collections Contractor by Authority.

## **SECTION 16 SPILLAGE, LEAKAGE, AND ODOR**

### **16.1 Spillage and Leakage**

Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.

### **16.2 Litter**

Contractor shall be required to pick up any and all litter, including any glass spillage, caused by the provision of services in connection with this Agreement.

### **16.3 Odor**

Contractor shall maintain equipment used for purposes of this Agreement in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Agreement by Contractor in a manner that eliminates odors.

## **SECTION 17 RECORDKEEPING**

- (i) Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports as are reasonably necessary to:
- (ii) Document employee and subcontractor training by description of training, date of training, time of training, names of personnel who attended training, name of training instructor, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to Authority.

- (iii) Document Trash/Extra Trash and Program Recyclable Materials deliveries by time delivered to facility, tonnage of material delivered, unaccepted loads by date collected, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to Authority or its representative.
- (iv) Document missed collections, Unaccepted Set-Outs, and Carts not set-out on a daily basis including the address, time and date for each and the reason and notice for Unaccepted Set-Outs. A monthly summary shall also be submitted to Authority or its representative.
- (v) Document Unaccepted Solid Waste including the source, tonnage, date received, and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to Authority or its representative.
- (vi) Document rejected loads including the source, tonnage, date received, and procedure to bring load into compliance with the requirements of an accepted load at the Recovery Facility, and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to Authority or its representative.
- (vii) Document ownership and maintenance records of all vehicles used to perform the services provided under this Agreement.
- (viii) Document payments to subcontractors.
- (ix) Document the status and disposition of all liens and lien releases for all equipment including Carts and trucks.
- (x) Such other documents and reports as Authority may reasonably require to verify compliance with the Agreement or to meet Authority's or the City's reporting requirements with the State. A monthly and annual summary shall also be submitted to Authority or its representative. All of Contractor's records shall be available to Contract Administrator, other City staff or Authority representatives at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment is made pursuant to this Agreement. Contractor's obligations under this Section 17 shall survive expiration or termination of this Agreement.

## **SECTION 18 REPORTING**

### **18.1 Transition Plan**

On or prior to thirty days after the Effective Date of this Agreement, Contractor shall submit to the Contract Administrator for approval a Transition Plan, consistent with the transition support requirements set forth in this Agreement. In the Transition Plan, Contractor shall detail:

- (i) The process to transition Residential Services to Contractor upon the Commencement Date
- (ii) The transition from Contractor to subsequent person(s), entities or Authority providing Residential Services at the end of the Agreement Term
- (iii) Overall transition schedule
- (iv) Personnel responsible for execution of the Transition Plan

- (v) Coordination with the Authority and City
- (vi) Construction or establishment of Contractor operating facilities
- (vii) Interim operating facilities (if applicable)
- (viii) Equipment purchases
- (ix) Customer communications
- (x) Introduction of new services

Upon approval by the Authority, the Transition Plan shall be incorporated into this Agreement by reference as Attachment 2. The Contractor shall implement the Transition Plan at no additional cost to the Authority.

Return to RFP Section [VIII.9](#)

## **18.2 Contingency Plan**

On or prior to forty-five days after the Effective Date of this Agreement, Contractor shall submit to the Contract Administrator for approval a Contingency Plan. In the Contingency Plan, Contractor shall provide procedures for responding to unplanned events that can disrupt service and/or pose a risk to human health and safety. Upon approval by the Authority, the Contingency Plan shall be incorporated into this Agreement by reference as Attachment 3. At minimum, the Contingency Plan will address the following topics.

- (i) Notification procedures
- (ii) Alternate facilities or equipment that can be used during unplanned downtime
- (iii) Load rejection at Recovery Facility, Designated MRF, or Designated Disposal Facility
- (iv) Fire prevention and response
- (v) Spill prevention and response including an on-call contract or dedicated internal resources that can be dispatched to clean up larger spills on public roadways
- (vi) Hazardous waste response
- (vii) Collection Vehicle collision response

The Contingency Plan shall be implemented in a timely manner when necessary and at no additional cost to the Authority. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

Return to RFP Section [VIII.9](#)

## **18.3 Daily Reports**

The Contractor shall notify the Contract Administrator daily of the time when all collection routes have been completed. This notification shall be provided within thirty (30) minutes of completion of the final route.

By 10:00 AM Central Time the following Business Day, the Contractor shall submit to the Contract Administrator.

- (i) A daily report summarizing the following for the previous Scheduled Collection Day:

- (ii) Missed collections identified by the Contractor using routing software or through complaints received directly from customers and the current status of the Contractor's response;
- (iii) Other complaints received by Contractor directly from customers and the current status of the Contractor's response;
- (iv) A summary of any Unaccepted Set-Outs including photos of the Unaccepted Set-Out with Unaccepted Set-Out Notice attached in accordance with Section 7.2.2;
- (v) A summary of any traffic accidents involving Collection Vehicles, regardless of whether the Contractor is at fault, traffic violations, property damage, spills or leaks occurring the previous day and the status of the Contractor's response;
- (vi) Loads rejected by the Recovery Facility, Designated MRF, or Designated Disposal Facility;
- (vii) A summary and current status of any inspections, violation notices, or other correspondence received from any regulatory or law enforcement agency relating to the Contractor's personnel, facilities, equipment, or delivery of Services under this Agreement.

Return to RFP Section [VI.1](#)

#### **18.4 Monthly Reports**

Contractor shall submit all monthly reports to the Contract Administrator within seven (7) calendar days following the end of each calendar month. Monthly reports shall summarize the information described in Section 17 of this Agreement for the preceding month.

Return to RFP Section [VI.1](#)

#### **18.5 Annual Reports**

Contractor shall submit all annual reports to the Contract Administrator within thirty (30) calendar days following the Contract Year end. Annual reports shall summarize the information described in Section 17 of this Agreement for the preceding Contract Year.

Return to RFP Section [VI.1](#)

#### **18.6 Report Format**

Within forty-five (45) calendar days after the Effective Date of this Agreement, Contractor shall submit to the Contract Administrator for his/her approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic and hard copy format approved by the Contract Administrator.



## **SECTION 19 AUDITS AND INSPECTIONS**

### **19.1 Authority's Right to Inspect Records, Books, Data and Documents**

Authority shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, data and documents of Contractor for inspection, and audit, at Authority's own expense.

### **19.2 Authority's Rights to Inspect Facilities and Equipment and Audit Performance**

Authority shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as Authority deems reasonably necessary to determine whether the services provided by Contractor conform to the terms and conditions of this Agreement. Additionally, Authority may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. Authority shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to Authority all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by Authority.

### **19.3 Disposal Cost Audit**

- (i) Contractor shall perform one disposal cost audit each month based on the tonnage of Trash and Extra Trash disposed of by Contractor at the Recovery Facility from Residential Service Units by route and calendar day. Upon review of the tonnage of Trash and Extra Trash disposed of by Contractor at the Recovery Facility from Residential Service Units, Contractor shall identify and investigate any deviations in tonnage disposed of each month compared to the volume of such Trash and Extra Trash estimated for each of Contractor's collection routes as reflected in the disposal cost audit. If the disposal cost audit results in a determination by Contractor that the Authority and/or City was charged for disposal of materials other than those collected pursuant to this Agreement, Contractor shall immediately notify Authority and repay Authority for such charges within five (5) calendar days of such determination.
- (ii) Authority may also conduct a disposal cost audit. If Authority identifies a deviation in tonnage disposed, Authority shall notify Contractor in writing identifying the deviation and the amount of money owed to Authority for such deviation. If Contractor fails to pay Authority for any deviations identified by Authority or Contractor within fifteen (15) calendar days of notice of such deviation, Authority shall deduct the excess amount paid from payment(s) owed to Contractor hereunder until such amount owed to Authority is paid in full.

Return to RFP Section [IV.9](#)

### **19.4 Processing Cost Audit**

- (i) Contractor shall perform one processing cost audit each month based on the tonnage of Program Recyclable Materials delivered by Contractor to the Designated MRF from

Residential Service Units by route and calendar day. Upon review of the tonnage of Program Recyclable Materials delivered by Contractor to the Designated MRF from Residential Service Units, Contractor shall identify and investigate any deviations in tonnage processed each month compared to the volume of such Program Recyclable Materials estimated for each of Contractor's collection routes as reflected in the processing cost audit. If the processing cost audit results in a determination by Contractor that the Authority and/or City was charged for disposal of materials other than those collected pursuant to this Agreement, Contractor shall immediately notify Authority and repay Authority for such charges within five (5) calendar days of such determination.

- (ii) Authority may also conduct a processing cost audit. If Authority identifies a deviation in tonnage processed, Authority shall notify Contractor in writing identifying the deviation and the amount of money owed to Authority for such deviation. If Contractor fails to pay Authority for any deviations identified by Authority or Contractor within fifteen (15) calendar days of notice of such deviation, Authority shall deduct the excess amount paid from payment(s) owed to Contractor hereunder until such amount owed to Authority is paid in full.

Return to RFP Section [IV.10](#)

#### **19.5      General Right to Audit**

The Parties agree that Contractor's books, records, documents, accounting procedures, practices, price lists or any other items related to the goods and/or services or terms of this Agreement are subject to inspection, examination, and copying by Authority or its designees. Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of five (5) years following expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the five (5) year period, the records shall be maintained for five (5) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five (5) year retention period, whichever is later. Contractor's obligations under this Section 19.5 shall survive the expiration or termination of this Agreement.

### **SECTION 20    CUSTOMER LIST**

Within sixty (60) calendar days of the Effective Date, Authority or its representative will provide Contractor with a then-current Customer List for Residential Services identifying each by address of the Residential Service Unit and the name of the customer for such address.

Authority will update the list thirty (30) calendar days prior to the Commencement Date. In addition, Authority shall update the list each month from the Commencement Date until expiration or termination of the Agreement. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where Carts are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Services Units in accordance with this Agreement.

## SECTION 21 CUSTOMER SERVICE

The Contractor shall work cooperatively with the City to deliver Services in an accessible, professional, and responsible manner. The City shall have primary responsibility for interacting with customers through the City's website and call center and shall manage customer-facing activities such as new account set-up, customer billing, service requests, complaint response management, inquiries, and development of printed materials, public education and outreach. The Contractor shall supply labor, information, and resources as reasonably requested by the City to assist with these duties and coordinate with City staff on customer service response including but not limited to distributions of Unaccepted Set-Out Notices (Section 7.2.2) and Program Initiation Notices (Section 9.2.2).

The Contractor shall maintain interoperability between the City's electronic work order system (Lucity) and the onboard technology systems on the Contractor's Collection Vehicles through use of compatible native software applications. The City shall be provided with at least six (6) licenses to all software employed by the Contractor's onboard technology system at no additional cost to the City. The City shall also be able to access onboard technology system data using an Application Programming Interface (API). The City's technology systems and the Contractor's onboard technology systems shall be able to communicate in real time as further described in Section 9.1.3.

The Contractor will log any Service requests, complaints, or inquiries that it receives directly from customers and forward them to the City to log in the work order system. At minimum, the Contractor shall supply the City with the following information:

- (i) Person name, address, and phone number
- (ii) Description of request, complaint, or inquiry
- (iii) Date and time the request, complaint, or inquiry was received
- (iv) Summary of any investigations or actions taken to address the issue
- (v) Name of Contractor employee responsible for follow-up

The Contractor and the City will work together to identify any common or recurring issues and develop effective strategies to address them.

Back to RFP Section [IV.17.](#)

## SECTION 22 BILLING

Authority shall cause Residential Service Units identified on the Customer List for Residential Services to be billed in accordance with the rate structure established by ordinance for the services provided hereunder and as may subsequently be adjusted. The Contractor shall not invoice Residents for any Services but shall submit all invoices to the Contract Administrator in accordance with Section 23.

## SECTION 23 INVOICING AND PAYMENT

Contractor shall submit to the Contract Administrator and Authority a monthly invoice for performance of Services during the preceding calendar month. The invoice shall be submitted on or before the fifth (5th) calendar day of each month and shall be based on the Contract Rates as may subsequently be adjusted as set forth in this Agreement. Contractor shall not invoice Authority for any fees other than those specifically authorized in this Agreement. The invoice shall be in a format acceptable to the City and shall itemize the Contract Rates and number of billing units for each Service and provide sufficient back-up information for the City to verify the accuracy of all billing units. Without limiting the generality of the foregoing, each invoice shall include a summary in electronic format of all weight scale tickets showing the ticket number, vehicle number, date, arrival time, departure time, and net weight of all deliveries to the Recovery Facility, Designated Disposal Facility, and Designated MRF.

Within thirty (30) days of receipt of Contractor's invoice, Authority shall pay Contractor's invoiced amount less any disputed amounts, Administrative Charges, and payments withheld in accordance with this Agreement, including but not limited to reimbursement to Authority for purchase of replacement Carts for Carts damaged by Contractor as provided in Section 9.2.3. For each such payment, Authority shall make a direct deposit into an operating account maintained by Contractor at a bank as specified by Contractor in writing to the Contract Administrator.

[Return to RFP](#)

## SECTION 24 COST ADJUSTMENT

Effective October 1, 2027, and every October 1st thereafter for the Agreement Term, the Contract Rates to be paid to Contractor for services performed under this Agreement may be adjusted, increased or decreased, according to the terms of this Section 24.

- (i) Cost adjustments shall be based on the year-over-year percentage change in the average of the monthly value of the U.S. Consumer Price Index:– Garbage and Trash Collection in U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (CUUR0000SEHG02) as published by the U.S. Bureau of Labor Statistics over the two previous 12-month periods ended June 30.
- (ii) Cost adjustment requests shall be received by September 1 of each year (taking effect the following October 1) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.
- (iii) If the index in (i) decreases, Authority may implement cost decreases even if the Contractor does not submit the request by September 1 of a year.
- (iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement. Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall not exceed 5% in any year and is subject to approval by Authority.

Return to RFP Section [IV.18.](#)

**Example:**

Suppose that the monthly index values in (i) above are as shown in the following table over the two successive one-year periods from July 2025 – June 2026 and July 2026 – June 2027.

| Month     | Index Values <sup>1</sup> |                       |
|-----------|---------------------------|-----------------------|
|           | July 2025 – June 2026     | July 2026 – June 2027 |
| July      | 647.735                   | 689.026               |
| August    | 653.736                   | 693.316               |
| September | 654.958                   | 692.707               |
| October   | 658.763                   | 693.908               |
| November  | 667.061                   | 692.165               |
| December  | 669.765                   | 694.899               |
| January   | 676.981                   | 697.332               |
| February  | 678.321                   | 699.366               |
| March     | 677.924                   | 703.636               |
| April     | 678.574                   | 705.898               |
| May       | 683.187                   | 712.138               |
| June      | 683.792                   | 712.91                |
| Average   | 669.233                   | 698.942               |

1. For example only. Actual index values for this period may vary.

### Step 1: Calculate Actual Annual Percentage Change

$$\text{Actual Annual Percentage Change} = \frac{(698.942 - 669.233)}{669.233} \times 100\% = 4.4393\%$$

The actual annual percentage change may be positive or negative.

### Step 2: Calculate Maximum Annual Percentage Change

The maximum annual percentage change is equal to the actual annual percentage change calculated in Step 1, or five percent (5%), whichever is smaller. In this case, the maximum annual percentage change is equal to 4.4393%.

**Step 3: Calculate the Adjusted Contract Rate**

If the Contract Rate for a Service in the previous year was \$10, then the Adjusted Contract Rate for the next year would be calculated as follows.

$$\begin{aligned}
 \text{Adjusted Contract Rate} &= \text{Prior Contract Rate} \times \left( 1 + \frac{\text{Max \% Change (Step 2)}}{100\%} \right) \\
 &= \$10 \times \left( 1 + \frac{4.4393\%}{100\%} \right) \\
 &= \$10.44
 \end{aligned}$$

In this example, the Contractor would be required to submit the request for the rate adjustment calculated in Step 3 by September 1, 2027. Upon approval by the Authority, the Adjusted Contract Rate would take effect on October 1, 2027.

**SECTION 25 TAXES**

Contractor represents that any labor rates provided hereunder are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws, income tax laws and any other applicable laws. Contractor is responsible and shall pay any of the foregoing amounts on behalf of its employees and shall be responsible for assuring that any subcontractors utilized in accordance with the terms of this Agreement complies with the requirements of this Section 25. Contractor further agrees that the amounts invoiced for the work include any sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by Contractor. Contractor shall itemize price(s), including associated sales, use, gross receipts or like taxes for each component of work. If the appropriate taxes are not separately listed, Authority shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment. Contractor shall bear all responsibility for taxes, levies, or other assessments on its income or revenues. Contractor hereby agrees to indemnify and save Authority harmless against the consequences of any failure by Contractor or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the work.

**SECTION 26 OWNERSHIP OF TRASH, EXTRA TRASH AND PROGRAM RECYCLABLE MATERIALS**

Title to Trash, Extra Trash and Program Recyclable Materials shall pass to Contractor once Contractor takes possession of the material. After the risk of loss passes to Contractor, if any Program Recyclable Materials are lost, damaged, or scavenged, Contractor shall be liable to Authority for the amount of money that would have been paid to Authority in accordance with the provisions of the Agreement for Processing and Marketing of Program Recyclable Materials between Authority and Recyclables Contractor.

## **SECTION 27 INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **27.1 No Indemnification by Authority or City**

Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens and that Authority is a public trust created under the law of the State, having the City as its sole beneficiary. Accordingly, and pursuant to Oklahoma law, neither Authority nor City shall indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to Authority or City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Except as expressly limited hereby, Authority and City each reserve the right to pursue all legal and equitable remedies to which it/they may be entitled.

### **27.2 Indemnification by Contractor**

Contractor shall indemnify, defend and hold harmless Authority and City and their officers, trustees, employees and agents for any loss, damage, demands, claims, causes of action, and from all suits of whatever nature arising from or relating to its and its subcontractors' performance or nonperformance under this Agreement. Contractor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to this Agreement.

### **27.3 Limitation of Liability**

THE AUTHORITY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

The terms of this Section 27.3 shall survive the termination or expiration of this Agreement.

## **SECTION 28 INSURANCE REQUIREMENTS**

### **28.1 No Insurance by Authority or City**

Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems necessary. Neither Authority nor City carries or will carry insurance policies covering Contractor, the performance of its obligations hereunder, its personnel including officers, directors, employees, agents, subcontractors (and their officers, directors, employees, and agents), and the property of Contractor and its subcontractors.

### **28.2 Contractor Insurance Requirements**

Contractor and its subcontractors shall procure and maintain, during the term of this Agreement and any extensions thereof the insurance coverage in at least the amounts listed below. If



Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

- (i) Worker's Compensation Insurance - on behalf of itself, its partners, and all employees employed directly or indirectly by Contractor who are to provide a service under this Agreement of limits no less than as required law.
- (ii) Employer's Liability \$500,000
- (iii) Bodily Injury (except Automobile) \$500,000 per person
- (iv) Automobile Bodily Injury Liability \$500,000 each person, \$2,000,000 each occurrence
- (v) Automobile Property Damage Liability \$500,000 each occurrence
- (vi) Excess Umbrella Liability \$1,000,000 each occurrence
- (vii) Contractor shall procure and maintain sufficient personal property damage insurance to cover replacement cost for any Carts damaged, lost, stolen or destroyed for the period of time from Contractor's receipt of the Carts until the Carts are delivered to Residential Service Units or provide an alternate method for replacing such Carts which has been approved in writing by the Authority. The policies of insurance shall be primary and written on forms acceptable to Authority and placed with insurance carriers approved and licensed by the State and meet a minimum A.M. Best & Company financial strength rating of no less than "Excellent" or "A."
- (viii) Contractor shall file proof of insurance for it and its subcontractor(s) meeting the requirements as set forth herein with Authority prior to execution of this Agreement. In addition, Contractor shall be solely responsible for assuring that all proofs of insurance are up to date as filed with Authority. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination by Authority of this Agreement with Contractor. No changes are to be made to these specifications without prior written approval by Authority. Approval of the insurance by Authority shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of services provided herein.

Contractor's and its subcontractors' insurers must be authorized to transact business in the State. All policies required herein, unless specific approval is given by Authority, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against Authority and the City. Additionally, all policies other than Worker's Compensation policies shall name Authority and the City, and their respective officers, trustees, employees and agents, as additional insureds. Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each insurance policy required by this Agreement shall meet the following requirements:

- (i) Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
- (ii) Each policy except Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or

- insured , reduced in coverage or in limits except after twenty (20) calendar days prior written notice by certified mail, return receipt requested, has been given to Authority. Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten (10) calendar days prior written notice by certified mail, return receipt requested, has been given to Authority.
- (iii) Authority shall retain the right at any time to review coverage, form and amount of insurance.
  - (iv) The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Agreement.
  - (v) Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Authority and/or City is an insured under the policy.
  - (vi) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by Authority and/or City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
  - (vii) Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as Authority's Agreement or TAC number and description of work, are to be received and approved by Authority or by City staff as delegated by the Authority upon execution of this Agreement by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by Authority before Contractor will be allowed to commence or continue work.
  - (viii) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company, Authority, and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim. The obligations of Contractor pursuant to this Section 28 shall survive expiration or termination of this Agreement. Failure to comply with any term of this Section 28 is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority's option.

## **SECTION 29 LIENS**

No lien of any kind may exist against any property of City or Authority arising from Contractor's or its subcontractor's services under this Agreement. Contractor shall assure that no liens are placed against property of City or Authority due to the performance or nonperformance of

Contractor under this Agreement. Contractor shall promptly secure the release of any such lien or lien claim asserted against the property of City or Authority within five days of either party's discovery of such a lien or lien claim. All damages and costs incurred by Authority as a result of the existence of any such lien(s) shall be paid to Authority by Contractor. Failure to comply with the terms of this Section 29 is a breach of this Agreement and may result in termination by Authority of this Agreement with Contractor, at the option of Authority.

## **SECTION 30 WARRANTIES AND WARRANTY REMEDIES**

### **30.1 Warranties**

- (i) Contractor expressly warrants that it has the requisite knowledge, familiarity, experience, equipment and fully trained personnel to perform its obligations under this Agreement and that the work provided under this Agreement shall be provided expeditiously and in a good and workmanlike manner in accordance with the highest industry standards. Any work not so rendered shall be promptly retendered at no cost to the Authority.
- (ii) Contractor expressly warrants that all work will comply with applicable local, state and federal law, including the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Clean Air Act, as amended, and the Occupational Safety and Health Act, as amended, and any other applicable governmental laws and regulations.
- (iii) Contractor expressly warrants that the work provided under this Agreement will not constitute infringement or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right.
- (iv) Contractor expressly warrants that: (a) it is knowledgeable about wastes identified to Contractor by the Authority and is engaged in the business of providing the work and understands the currently known hazards related to the handling of waste material; (b) it will dispose of such materials in full compliance with all governmental laws, regulations and orders; and (c) it will immediately notify the Authority in the event that it encounters hazardous substances during the course of its work hereunder which were not known or disclosed at the time of commencement of this Agreement.

### **30.2 Warranty Remedies**

Authority shall notify Contractor if any services or goods that are the subject of this Agreement fail to meet the warranties set forth above, and Contractor shall promptly correct, repair or replace such services or goods at Contractor's sole expense. Notwithstanding the foregoing, if such services or goods are determined by Authority to be defective or non-conforming within the first thirty (30) days after the date of acceptance by Authority, then Authority at its option shall be entitled to a complete refund of the price paid by Authority for such services or goods and, in the case of goods, shall promptly return such goods to Contractor. Contractor shall pay all expenses related to the return of such goods to Contractor. Contractor's obligations under this Section 30 shall survive the termination or expiration of this Agreement.

## SECTION 31 ADMINISTRATIVE CHARGES

Return to RFP Section [IV.13](#)

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, Authority and/or City will suffer damages which are difficult to determine and adequately specify. Contractor agrees, in addition to any other remedies available to Authority or City, that Authority may withhold payment from Contractor in the amounts specified below as Administrative Charges for failure of Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of this Agreement and Authority may require payment by Contractor of the charges set forth for each act or omission:

|       |                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                      |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | Missed Collection – A missed collection occurs when a Residential Service Unit does not receive Service on its Scheduled Collection Day, the address was not reported by Contractor as an Unaccepted Set-Out, and Contractor cannot provide GPS data demonstrating that the collection vehicle traveled on the street during operating hours and camera data confirming that no material was set-out: | \$50 for each missed collection in excess of twenty (20) missed collections per Scheduled Collection Day, to be assessed at the end of each collection month                                                                                                                                                         |
| (ii)  | Failure to provide Residential Services during normal hours of operation. Failure to provide residential services during normal hours of operation occurs when GPS or camera data demonstrate that the Contractor provided residential services outside the normal hours of operation:                                                                                                                | <p>\$500 for each Contractor vehicle providing Residential Services on the streets in the City prior to 6:00 AM, Central Time; and</p> <p>\$500 for each Contractor vehicle providing Residential Services on the streets in the City after 6:00 PM, Central Time without approval of the Contract Administrator</p> |
| (iii) | Failure to complete 98% of the collections on a given day. Failure to complete 98% of collections on a given day shall occur when Contractor fails to collect or attempt to collect from 98% of the total Residential Service Units to be serviced on the given day:                                                                                                                                  | \$2,500 each day that 98% of collections are not made or attempted                                                                                                                                                                                                                                                   |
| (iv)  | Failure to clean up material spilled or leakage by Contractor within two (2) hours of verbal or written notification unless otherwise approved by the Contract Administrator – Failure to clean up material spilled or                                                                                                                                                                                | \$50 each incident                                                                                                                                                                                                                                                                                                   |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|        | leakage by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage:                                                                                                                                                                                                                                                |                       |
| (v)    | Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics:                                                                                                                                                                                                                                                                                                                                                            | \$500 each incident   |
| (vi)   | Failure to address, as required by this Agreement, damage to property within forty-eight (48) hours – Failure to address, as required by this Agreement damage to property within forty-eight (48) hours shall commence the earlier of when Contractor becomes aware of such damage to property or Contract Administrator notifies Contractor of such damage to property:                                                                                    | \$250 each incident   |
| (vii)  | Failure or neglect to collect materials from a missed pickup location within the amount of time specified in this Agreement – Failure to address, as required by this Agreement, a failure or neglect to collect materials from a missed pickup location within the time specified in the Agreement shall commence the earlier of when Contractor becomes aware of such missed pick-up or Contract Administrator notifies Contractor of such missed pick-up: | \$250 each incident   |
| (viii) | Failure to provide a complete monthly or annual report:                                                                                                                                                                                                                                                                                                                                                                                                      | \$500 each incident   |
| (ix)   | Failure to return Cart to approximately original location:                                                                                                                                                                                                                                                                                                                                                                                                   | \$25 each incident    |
| (x)    | Commingling of materials in violation of this Agreement:                                                                                                                                                                                                                                                                                                                                                                                                     | \$2,000 each incident |
| (xi)   | Disposal of Trash and/or Extra Trash at a disposal facility other than the Recovery Facility or a Designated Disposal Facility identified by Authority:                                                                                                                                                                                                                                                                                                      | \$2,000 each incident |
| (xii)  | Delivery of Program Recyclable Materials to a Recycling Facility other than the Designated Recycling Facility:                                                                                                                                                                                                                                                                                                                                               | \$2,000 each incident |
| (xiii) | Disposal of Program Recyclable Materials:                                                                                                                                                                                                                                                                                                                                                                                                                    | \$2,000 each incident |

|         |                                                                                                                                                                                                                                                                 |                                                |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| (xiv)   | Failure to leave a public education notice for Unaccepted Set-Outs:                                                                                                                                                                                             | \$100 each incident                            |
| (xv)    | Failure to respond to any customer complaint received by the close of the Business Day following such receipt within time permitted by this Agreement:                                                                                                          | \$100 per Business Day thereafter per incident |
| (xvi)   | Failure to provide Contract Administrator or its designee with the required resolved customer complaint documentation:                                                                                                                                          | \$50 per Business Day thereafter per incident  |
| (xvii)  | Failure to maintain availability of GPS tracking system and onboard cameras (Section 11.1.3), and electronic contamination monitoring system (Section 6.7, if applicable) for at least ninety percent of hours that a Collection Vehicle is on route per month: | \$500 per non-compliant vehicle per month      |
| (xviii) | Failure to collect materials on and after the Commencement Date:                                                                                                                                                                                                | \$3,000 each day                               |
| (xix)   | Failure to deliver, repair or maintain Carts within time required by this Agreement:                                                                                                                                                                            | \$25 per failure                               |

Authority may impose Administrative Charges when the Contract Administrator determines that performance consistent with the provisions of the Agreement has not occurred. The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by Authority or its designee. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. Authority may deduct the full amount of any such charges from any payment due to Contractor. The remedy available to Authority under this paragraph shall be in addition to all other remedies which Authority may have under law, at equity, or pursuant to the terms of this Agreement. For the purposes of this Contract, Contractor shall not be deemed to be liable for such charges where its inability to perform collection service is the result of an event of *Force Majeure* as set forth in this Agreement, provided however, that Contractor shall obtain approval for the delay from the Contract Administrator prior to 3:00 PM, Central Time of the Scheduled Collection Day. Contractor's obligations to make payments for such charges under this Section 33 occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

Administrative charges in this Section shall be subject to annual cost adjustments in accordance with Section 24.

Return to RFP Section [IV.13.](#)



## SECTION 32 PAYMENT WITHHELD

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

- (i) Unsatisfactory progress of the work not caused by a Force Majeure event;
- (ii) Defective work not corrected;
- (iii) Contractor's failure to carry out instructions or orders of Authority or its representative;
- (iv) Execution of work not in accordance with the Agreement;
- (v) Failure of Contractor to make payments to any subcontractor for material or labor;
- (vi) Damage to another contractor;
- (vii) Unsafe working conditions allowed to persist by Contractor;
- (viii) Failure of Contractor to provide required reports and other reports as requested by Authority or its representative;
- (ix) Use of any subcontractors without the Authority's prior written approval;
- (x) Failure of Contractor to provide accurate invoices and supporting data as required in this Agreement.

When any of the above issues are resolved, payment shall be made for amounts withheld because of them (except for reimbursement of any losses incurred by Authority or City therefor), and Authority and or the City shall not be liable for interest on any delayed or late payment.

## SECTION 33 PERFORMANCE BOND

Upon execution of this Agreement, Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in a form approved by the Authority's legal counsel, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Contract Year, Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in the amount equal to or greater than the estimated amount of payments to be made by Authority to Contractor pursuant to this Agreement during the six-month period following the Commencement Date. For each Contract Year after the initial Contract Year, Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond, or in lieu thereof a Continuation Statement therefor in the amount equal to or greater than:

- The amount of payments made by Authority to Contractor pursuant to this Agreement from October 1<sup>st</sup> through March 31<sup>st</sup> of the immediately preceding Contract Year,  
*increased by:*
- The annual rate adjustment percentage calculated according to the provisions of Section 24 and approved by the Authority to take effect at the beginning of the new Contract Year for which such Performance Bond or Continuation Statement is provided.



Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an “A” or better rating by A. M. Best Company, Inc. “AM Best”) or S&P Global, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to Authority.

Return to RFP Section [IV.19](#)

## **SECTION 34 FORCE MAJEURE**

- (i) Except for any payment obligation by either Party, if Authority or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for Authority or Contractor to correct the adverse effect of such event of Force Majeure. An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the Authority or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:
- (ii) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, snow, ice, high winds, micro- bursts and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (iii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities. In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give notice by telephone and email to the Contract Administrator on behalf of Authority and to the Contractor’s Representative on behalf of the Contractor within forty-eight hours of when the Party experiencing event of Force Majeure first knew of the commencement thereof, specifying in detail the event of Force Majeure. Within ten (10) days of the commencement of the event of force majeure, the Party claiming an event of Force Majeure shall provide a written detailed description by email to the other Party of (i) such event, and (ii) its estimated impact on the performance of the Party experiencing such event of the provisions of this Agreement, to the Contract Administrator on behalf of Authority or to the Contractor’s Representative on behalf of Contractor. The Party experiencing such Force Majeure event shall further be required to use its best efforts to cure the event of Force Majeure. Additionally, the Party experiencing such act, event or condition shall provide prompt written notice by email to the other Party of the cessation of the event of Force Majeure. The Parties agree that, as to this Section 34, time is of the essence.

## **SECTION 35 TERMINATION**

Authority may terminate this Agreement without liability to Contractor and pursue all of its legal, contractual and equitable remedies for default upon any of the following events with respect to the

Contractor or any component entity of the Contractor having responsibility for performance of this Agreement:

- (i) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise disposed of to the Authority's satisfaction within thirty (30) days thereafter.
- (ii) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- (iii) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (iv) Committing an act of default of a provision of this Agreement.
- (v) Failing to timely and fully pay any or all impositions pursuant to this Agreement.
- (vi) As otherwise provided by this Agreement.

Moreover, this Agreement shall terminate upon any one of the following: (a) the written agreement of the Parties or (b) the expiration of this Agreement.

## **SECTION 36 ACTS OF DEFAULT OR DEFAULT**

Failure of Contractor to fully, completely and timely comply with each obligation of Contractor agreed to herein shall be an act of default. Contractor understands, acknowledges and agrees that anything other than full compliance with this Agreement shall be an act of default unless waived in writing by Authority. Contractor understands, acknowledges and agrees that a breach of this Agreement which may not otherwise result in a default shall constitute a default when multiple breaches, even if different breaches, are frequent or repetitive. Authority may terminate this Agreement and pursue all legal, contractual and equitable remedies upon a default of this Agreement. Substantial compliance short of full compliance shall be an act of default unless waived in writing by Authority.

Authority may terminate this Agreement and pursue all legal, contractual and equitable remedies upon a default of this Agreement.

## **SECTION 37 DISPUTE RESOLUTION**

In the event of a dispute between Contractor and the Authority or its representative over the interpretation or application of the terms of this Agreement, the matter shall be referred to the Contract Administrator. If the Contract Administrator is unable to resolve the dispute, the matter shall be referred to a person designated by the Authority for the purpose of resolving such disputes. If the Authority's designee is unable to resolve the dispute, the matter may, at the consent of either party and with the consent of the other, be scheduled for non-binding arbitration. In that event, each party shall be responsible for its own expenses with respect to the arbitration, and additionally, the parties shall each pay one-half of the costs of the arbitration process (arbitrator fee, etc.).

Regardless of these procedures, neither Party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

## **SECTION 38 DISASTER DEBRIS REMOVAL**

Authority and Contractor may modify or amend this Agreement in writing to provide for Disaster Debris Removal of Eligible Disaster Debris by Contractor. Contractor understands, acknowledges, and agrees that this section in no way restricts Authority and/or City from seeking and contracting with other person(s) for Disaster Debris Removal.

## **SECTION 39 NOTICE**

Except as otherwise provided in this Agreement, all notices, demands and other communications (other than reports required to be furnished by Contractor to Authority as provided in this Agreement and routine communications) required by or related to this Agreement shall be in writing and directed as follows:

If to Contractor: [\[Contractor's Representative Name\]](#)  
[\[Title\]](#)  
[\[Address\]](#)  
[\[email\]](#)

If to Authority: Tulsa Authority for the Recovery of Energy, 175 East 2nd Street, Suite 206, Tulsa, Oklahoma 74103 Attention: City Clerk

With a copy to: Contract Administrator, City of Tulsa  
175 E. 2nd Street, 8th Floor Tulsa, Oklahoma 74103 [\[email\]](#)

And a copy to: Manager, Solid Waste Services 2445 S. Jackson Avenue  
Tulsa, OK 74107 [\[email\]](#)

Any such notice, demand or other communication shall contain an express reference to this Agreement. Any Party may change its address for the purposes of this Agreement upon written notice to the other party. Subject to Section 34, the following methods of delivery are acceptable: hand-delivery; overnight commercial air courier; or certified first-class U.S. mail, return receipt requested. Any such notice, communication or delivery shall be deemed delivered and effective upon actual receipt by party to whom addressed.

## **SECTION 40 MISCELLANEOUS**

### **40.1 No Confidentiality**

Contractor understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor to Authority pursuant to this Agreement that would be inconsistent with Authority's compliance with its statutory requirements.

### **40.2 Relationship of Parties**

Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for Authority under this Agreement. No employees, subcontractors or agents of Contractor shall be deemed to be employees of Authority or City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by Authority or City for its employees. Contractor shall be solely responsible for the payment of all wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No Party shall have any right, power or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

### **40.3 Third Parties**

This Agreement is between Authority and Contractor and creates no right of or duties to any other person, except that the City of Tulsa shall be a third-Party beneficiary of this Agreement. No other person or entity is or shall be deemed a third-Party beneficiary of this Agreement.

### **40.4 Assignment and/or Subcontracting**

Contractor may not assign this Agreement nor use subcontractors to perform the terms or tasks of this Agreement without the prior written consent of Authority. No assignment or subcontract shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors and Authority provides prior written permission to Contractor to use subcontractors, Contractor shall have primary responsibility for full, complete, satisfactory, and acceptable performance under this Agreement. However, the Agreement may be assigned for the purpose of financing after notification to and approval of the terms of such assignment by Authority.

### **40.5 Routes are not Owned**

Contractor agrees the routes are not owned by the Contractor or any Person.

**40.6      Binding Effect**

This Agreement shall be binding upon Authority and Contractor and their respective successors, heirs, legal representatives and permitted assigns.

**40.7      No Penalties**

No provision of this Agreement is to be interpreted as a penalty upon any Party to this Agreement. The Parties hereby agree that the rights of Authority in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the Parties desire such certainty with regard to such matters.

**40.8      Further Assurance**

Contractor and Authority agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto.

Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

**40.9      Time of the Essence**

For purposes herein, the Parties agree that time shall be of the essence and the representations and warranties made are all material and of the essence of this Agreement.

**40.10     Headings**

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

**40.11     No Waiver**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

**40.12     Entire Agreement**

Except as expressly provided herein, this Agreement and any documents incorporated herein constitute the entire agreement of the Parties and supersede any and all prior communications, negotiations, understandings, and agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both Parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by Authority and Contractor. Contractor shall not be entitled to any claim for extras of any kind or nature.

**40.13     Severability Provision**

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

**40.14     Knowledge**

Contractor agrees that it has investigated and examined all streets, overhead trees, wires and such other attributes of the City and requirements of this Agreement that may affect Contractor's full and complete performance of this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

**40.15     Multiple Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**40.16     Governing Law and Venue**

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The Parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each Party waives any objection to such venue. Authority does not and will not agree to binding arbitration of any disputes.

**40.17     Attorney Fees**

In the event of arbitration or litigation between the Parties regarding this Agreement, each Party shall be responsible for its own attorney's fees and costs.

**40.18     Authorization**

Each Party hereby warrants and represents that the person signing on its behalf has full power and authority to enter into and perform this Agreement and bind the Party to this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

**40.19     Publicity**

No party (nor any agent or affiliate of a party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be required by law or with the written permission of Authority.

**SECTION 41    SIGNATURES**

**IN WITNESS WHEREOF**, this Agreement has been executed by an authorized officer of each party in multiple copies on the dates set forth below to be effective during the period recited above.

AUTHORITY

Approved in Form and Content

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

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

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

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

Attest: \_\_\_\_\_

CONTRACTOR

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

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

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

Attest: \_\_\_\_\_



## **Attachment 1 – Contractor Fee Schedule**

To be updated with the Contractor's final fee schedule at the conclusion of the RFP process

## **Attachment 2 – Transition Plan**

To be updated with the Contractor's final approved Transition Plan in accordance with  
Section 18.2

### **Attachment 3 – Contingency Plan**

To be updated with the Contractor's final approved Contingency Plan in accordance with  
Section 18.2

## **Attachment 4 – Collection Vehicle Onboard Technology Specifications**

To be updated with final approved Collection Vehicle onboard technology specifications in accordance with Section [9.1.3](#)

## **Attachment 5 – Electronic Contamination Monitoring Specifications**

To be updated with specifications for the proposed electronic contamination monitoring system as submitted in the Respondent's Proposal. See Section [4.9](#)

## **Attachment 6 – Collection Vehicle Emissions Control Technologies and Guarantees**

To be updated based on Respondent's Proposal in accordance with Section [9.1.2](#)

## Attachment 7 – Hauler Affidavit

### TULSA AUTHORITY FOR THE RECOVERY OF ENERGY HAULER AFFIDAVIT

I, (print hauler name) understand that falsification of a solid waste disposal manifest is a criminal offense and that disposal of solid waste collected from outside the corporate limits of the City of Tulsa or for a source other than a Residential Service Unit as defined in the Agreement between Contractor and Tulsa Authority for the Recovery of Energy, disposing of it at a City of Tulsa disposal facility, and failing to notify the disposal facility operator that such solid waste is NOT solid waste collected within the corporate limits of the City of Tulsa or from a source other than a Residential Service Unit. is prohibited and can result in termination of my license as a hauler within the corporate limits of the City of Tulsa and/or legal action for damages against me by the Tulsa Authority for the Recovery of Energy and/or the City of Tulsa. Understanding this, I hereby affirm that the information contained in the manifest is complete, true and correct to the best of my knowledge and that **the delivery and disposal made with this manifest on this day contains only solid waste collected from addresses on the manifest within the corporate limits of the City of Tulsa.**

Signed: \_\_\_\_\_

Name of hauling service (print): \_\_\_\_\_

Hauler License Number: \_\_\_\_\_

Date: \_\_\_\_\_

Return to Draft Agreement Section [5.2.1](#)

Return to Draft Agreement Section [5.3.1](#)

Return to RFP Section [IV.9](#)

Return to RFP Section [IV.10](#)