

RESOLUTION No. 2023-02

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES
IN THE CITY OF TWIN OAKS.**

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for a contract for a contractor to provide residential solid waste collection services as described in the City’s Request for Proposals (the “Residential Solid Waste Collection Services”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from two companies, namely, Allied Services, LLC d/b/a Republic Services of Bridgeton MO and Gateway Disposal, LLC, to provide the desired Residential Solid Waste Collection Services to the City; and,

WHEREAS, Section 145.030 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy provides standards for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that Gateway Disposal, LLC is the lowest and best bidder; and,

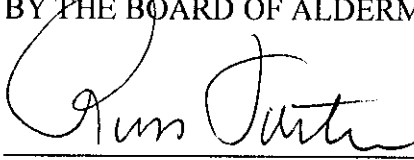
WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined Gateway Disposal, LLC’s bid to be the lowest and best bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a Residential Solid Waste Collection Services Agreement on behalf of the City of Twin Oaks with Gateway Disposal, LLC for the residential solid waste collection services in Twin Oaks per the proposal dated January 6, 2023, marked “Exhibit A” to the Residential Solid Waste Collection Services Agreement attached hereto as Exhibit 1 and incorporated herein by reference. Such Agreement shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto and incorporated herein by reference.

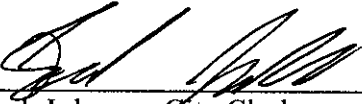
Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 18th DAY OF JANUARY 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Exhibit 1
Residential Solid Waste Collection Services
Agreement

THIS RESIDENTIAL SOLID WASTE COLLECTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Gateway Disposal, LLC (hereinafter called “Contractor”) and the City of Twin Oaks, a municipal corporation (hereinafter called “City”).

WHEREAS, City, pursuant to Section 225.030 of the Solid Waste Code, has determined to enter into an agreement granting the exclusive right to collect, transport, process and remove residential solid waste within the City limits, subject to the limitations and provisions therein, and

WHEREAS, Contractor has, or will obtain, a business license to collect residential solid waste from the City, and

WHEREAS, City has solicited proposals for licensing contractors to provide residential solid waste collection within the City and, after due evaluation of the proposals received, City has determined that it is in the best interest of the City and its residents to grant a license to Contractor;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Subject to the terms of this Agreement, City contracts with Contractor for the collection, transportation, processing and disposal of solid waste to residential households within the corporate limits of the City of Twin Oaks as set forth in the Request for Proposals incorporated herein. The term of this license shall be for a period of sixty (60) months from March 1, 2023 to February 29, 2028 with an option to extend the term of the Agreement for a maximum period of three (3) years available at the sole option of the City. The City must exercise the option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of this Agreement. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:
 - A. The rates to be paid to the Contractor during the option period shall be as listed on the price quotation sheet (see Bid Proposal Form attached to the Request for Proposal).
 - B. The Contractor shall post with the City a Performance Guarantee in the form of an irrevocable letter of credit procured at his expense for the period of extension and the amount of the Performance Guarantee shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
2. **Contract Documents.** This Agreement shall consist of: **The Request for Proposal** and;
 - A. Any addendum to the Request for Proposal (N/A);
 - B. The Bid Proposal Form dated January 6, 2023 submitted by Contractor (the “Proposal” attached as Exhibit A);
 - C. This Agreement and any exhibits attached thereto; and
 - D. Performance Guarantee and any other bonds or guarantees required.
3. **Scope of Services.** The Scope of Services shall be as set forth in the Request for Proposal and as set forth in the Terms of Service attached as Exhibit B.

4. **Labor, Equipment and Materials.** Contractor shall furnish, unless otherwise provided, all implements, machinery, equipment, tools, supplies and labor necessary to the performance of the trash, recycling, and yard waste services under this Agreement, including any emergency repairs and maintenance.
5. **Termination/Revocation.** City reserves the right to revoke this Agreement which includes the provisions of the Request for Proposal and the rights and privileges of Contractor in the event that Contractor:
 - A. Violates any material provision of this Agreement; or
 - B. Fails to perform the services required under this Agreement; or
 - C. Fails to provide or maintain in full force and effect, the liability indemnification coverages or performance guarantee as required herein; or
 - D. Violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contractor as authorized by law; or
 - E. Contractor evades or attempts to evade any provision of this Agreement or the provisions of the City Solid Waste Code; or
 - F. Contractor becomes insolvent, placed in receivership, is unable or unwilling to pay its debts or is adjudged bankrupt; or
 - G. Violates any provision of City ordinance, and fails to reasonably cure such violation, or commits repeated violations of ordinances of the City.

Except where the public safety or welfare requires otherwise, the City shall endeavor to provide the Contractor notice and a reasonable opportunity to cure any contractual breach, if curable. However, nothing herein shall preclude the City from drawing on the Performance Guarantee to remedy emergency situations or in the event, the Contractor fails to cure within a reasonable time.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all federal, state and municipal laws for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

Specifically, as a condition for the award of this Contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. Such affidavits shall be substantially in the form provided in **Exhibit A**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor has provided at the time of submission of any bid affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor, and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any contract awarded to the Contractor.

7. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorney's fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, in any way arising out of Contractor's breach of the Contract Documents or out of services and operations performed hereunder by Contractor, including City's reliance on the services provided by Contractor under the terms of this Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.
8. **Solid Waste Code Incorporated.** This Agreement and the terms and conditions herein shall include and incorporate the terms and provisions of City of Twin Oaks Solid Waste Code and any amendments thereto, except as provisions are in conflict with any applicable statute of Missouri or the United States or rule or regulation of any state or federal agency exercising authority over solid waste disposal. Nothing herein shall be construed as an abrogation or limitation by the City of any of its police powers, and irrespective of this agreement may amend or enact any legislation or law within the scope of its authority as a 4th class city of the State of Missouri.
9. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that it has been engaged in such work as required by the Scope of Services and has provided similar services to those required to be performed under this Agreement to other municipalities, subdivision associations and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform under the terms of this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent from the Board of Aldermen. The Contractor will take appropriate measures to ensure that the traveling public will be adequately protected as deemed necessary or as directed by the City.
10. **Contractor's Liability Insurance.** The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor hereunder. The Contractor shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

Insurance Type & Amount

Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employees' Liability coverage in the Statutory Amount

Commercial General Liability, Products and Completed Operations Insurance with split limits of \$3,000,000/\$3,000,000 personal injury and \$3,000,000 property damage or combined single limits of \$1,000,000.

Automobile Liability Insurance with split limits of \$3,000,000/1,000,000 personal injury and \$3,000,000 property damage limits or combined single limits of \$1,000,000.

Notwithstanding the above, the coverage amount for Automobile and General Liability Insurance shall be automatically increased to equal at all times an amount not less than the sovereign immunity limits set by RSMo. 537.600, et seq., as calculated by the Missouri Department of Insurance and published annually in the Missouri Register per Section 537.610 RSMo. Said insurance policies shall specifically name the City of Twin Oaks as an additional insured party under said policies, and said insurance policies shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days notice having been given to the City of Twin Oaks. The policy or policies shall contain a provision that written notice of any cancellation or modification in coverage shall be given to City at least thirty (30) days in advance of the effective date thereof. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City, shall be submitted to the City Clerk prior to the commencement of services.

11. **Invoicing.** The City shall have be responsible to pay Contractor for the services rendered under this Agreement. All billing will be for services rendered prior to the billing date. No advanced billing for service will be permitted, except for the initial quarter, provided the selected Contractor demonstrates to the City's sole satisfaction that such invoicing is required to allow said Contractor to provide waste hauling services to the City. Billing should be on a montly basis and not be due less then thirty (30) days from the billing date. The same service and rates shall be extended to any areas, which may be annexed by the City or developed in the City during the term of the contract.
12. **Conflicts.** The specific terms, conditions, promises and covenants made by Contractor by this Agreement are as provided in this Agreement and the Request for Proposal ("RFP") and the proposal submitted by Contractor and which are incorporated herein by reference. To the extent there is any conflict in the terms of the proposal submitted by Contractor and the RFP of the City, on file with the City Clerk or with the Code of the City of Twin Oaks, the RFP and Code of the City shall govern and prevail, and are incorporated herein as if fully set forth.
13. **Amendment/Waiver.** The City hereby reserves the right to amend the terms of this Agreement to convert the invoicing to be directly to, and paid for by, the City if, in the determination of the Board of Aldermen, the terms of such amendment are more favorable to the City. No amendment, modification of waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision is amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
14. **State Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.
15. **Severability.** The invalidity or unenforceability of any provision of this Agreement not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.
16. **Successors & Assigns.** Any privilege granted herein is to be held in personal trust by the Contractor. It cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by forced or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the Board of Aldermen of the City, and such consent shall not be unreasonably withheld. This Agreement shall be binding upon Contractor and all of its successors, lessors and/or assignees as may be approved by City.
17. **Counterparts.** This Agreement may be executed in one or more counterparts.
18. **Costs & Attorneys' Fees.** Contractor shall pay, and by its acceptance of this Agreement, Contractor specifically agrees that it will pay all damages; investgative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties which the City may incur legally or be required

to pay as a result of any storage, collection, transportation, processing or disposal of solid waste by Contractor, in breach hereof, or any wrongful or negligent acts or admissions of Contractor. These damages, investigative, attorney, reporter or witness fees, travel expenses, depositions, court costs, interest or penalties shall include, but shall not be limited to, damages arising out of worker's compensation laws and all other damages arising out of the performance of Contractor authorized hereunder, and any violation by Contractor of this agreement or the Solid Waste Code, including damages incurred by City in enforcement of this Agreement.

19. Administrative Remedies. Any claimed breach of this Agreement by City shall be asserted by Contractor within sixty (60) days thereof in writing and filed with the City Clerk. Before any legal action or proceeding may be filed in any court of jurisdiction, Contractor Agrees to exhaust its administrative remedy pursuant to a petition and proceedings filed with the City under its Administrative Procedure Code, Chapter 150, which shall have jurisdiction thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR: Gateway Disposal, LLC

By: _____

Title: _____

City of Twin Oaks



By: _____
Mayor

ATTEST: _____
Frank Johnson, City Clerk/Administrator

Exhibit A

Gateway Disposal, LLC Proposal

City of Twin Oaks - Request for Proposal:
Waste Collection and Disposal Services

BID PROPOSAL FORM

Waste Collection and Disposal Services
City of Twin Oaks

Name of Company Submitting Bid: Gateway Disposal LLC

Name of Person Submitting Bid: Charles F. Barcosm Jr.

Address: 130 N.W. Ind. Ct
Bridgeton mo 63644

Telephone Number: Office (314) 900-2070 Cell (314) 575-1233

Email: cbarcosm@gatewaydisposalllc.com

For the services, labor, equipment and materials to be provided as set forth in this document and subsequent contract, the CITY would agree to pay Contractor per residence, per month as follows:

Option A	Year 1 (March 1, 2023, through February 29, 2024):	Year 2 (March 1, 2024, through February 28, 2025):	Year 3 (March 1, 2025, through February 28, 2026):	Year 4 (March 1, 2026, through February 28, 2027):	Year 5 (March 1, 2027, through February 28, 2028):
Trash Collection	\$ <u>15.50</u>	\$ <u>15.97</u>	\$ <u>16.47</u>	\$ <u>16.98</u>	\$ <u>17.50</u>
Recycling Collection	\$ <u>5.50</u>	\$ <u>5.67</u>	\$ <u>5.84</u>	\$ <u>6.02</u>	\$ <u>6.21</u>
Yard Waste Collection	\$ <u>9.00</u>	\$ <u>9.27</u>	\$ <u>9.56</u>	\$ <u>9.86</u>	\$ <u>10.6</u>
Bulk Collection	\$ <u>Included</u>	\$ <u>Included</u>	\$ <u>Included</u>	\$ <u>Included</u>	\$ <u>Included</u>
Specialty Item Collection	\$ <u>25.00</u>	\$ <u>25.77</u>	\$ <u>26.57</u>	\$ <u>27.39</u>	\$ <u>28.00</u>

City of Twin Oaks - Request for Proposal:
Waste Collection and Disposal Services

Option B	Year 1 (March 1, 2023, through February 29, 2024):	Year 2 (March 1, 2024, through February 28, 2025):	Year 3 (March 1, 2025, through February 28, 2026):	Year 4 (March 1, 2026, through February 28, 2027):	Year 5 (March 1, 2027, through February 28, 2028):
Trash Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Recycling Collection	\$ <u>NO</u>	\$ _____	\$ _____	\$ _____	\$ _____
Yard Waste Collection	\$ _____	\$ <u>Bid</u>	\$ _____	\$ _____	\$ _____
Bulk Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specialty Item Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Option C	Year 1 (March 1, 2023, through February 29, 2024):	Year 2 (March 1, 2024, through February 28, 2025):	Year 3 (March 1, 2025, through February 28, 2026):	Year 4 (March 1, 2026, through February 28, 2027):	Year 5 (March 1, 2027, through February 28, 2028):
Trash Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Recycling Collection	\$ _____	\$ <u>NO</u>	\$ _____	\$ _____	\$ _____
Yard Waste Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bulk Collection	\$ _____	\$ <u>Bid</u>	\$ _____	\$ _____	\$ _____
Specialty Item Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

City of Twin Oaks - Request for Proposal:
Waste Collection and Disposal Services

Option D	Year 1 (March 1, 2023, through February 29, 2024):	Year 2 (March 1, 2024, through February 28, 2025):	Year 3 (March 1, 2025, through February 28, 2026):	Year 4 (March 1, 2026, through February 28, 2027):	Year 5 (March 1, 2027, through February 28, 2028):
Trash Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Recycling Collection	\$ _____	\$ <i>NO</i>	\$ _____	\$ _____	\$ _____
Yard Waste Collection	\$ _____	\$ _____	\$ <i>Bid</i>	\$ _____	\$ _____
Bulk Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Specialty Item Collection	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(NOTE: ALL AMOUNTS ABOVE SHOULD BE ON A PER RESIDENCE, PER MONTH BASIS.)

Exhibit B

Terms of Service

DEFINITIONS

The following terms used at any place in the contract documents shall be construed thus:

BIDDER: The individual or entity who submits a Bid directly to CITY.

CONTRACTOR: The individual, partnership, or corporation, which shall enter into the Agreement to perform the work, outlined in the contract documents with the CITY.

DAY(S): Calendar days, unless otherwise defined.

CITYCITY: City of Twin Oaks, Missouri.

SINGLE FAMILY DETACHED AREA: That part of the City containing dwelling units excluding the Birnamwood Condominium Area (approximately 97 single-family dwelling units).

SINGLE-FAMILY DWELLING UNIT: Each dwelling unit in the City including the Birnamwood Condominium Area (approximately 175 single-family dwelling units) unless otherwise specified.

SOLID WASTE CODE: Chapter 225 of the Twin Oaks Municipal Code.

SUB-BIDDER or SUBCONTRACTOR: A person or entity that submits a Bid to a BIDDER for materials or labor for a portion of the Work.

SUCCESSFUL BIDDER: The lowest qualified, responsible, and responsive BIDDER to whom CITY (on the basis of CITY'S evaluation as herein provided) makes an award.

SURETY: Surety shall be a corporate surety company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the CITY. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.

BIRNAMWOOD CONDOMINIUM AREA: The condominiums encompass the residences from 1500-1592 Autumn Leaf Drive and from 1500-1563 Birnamwood Trails Drive. Each condominium building contains multiple units that are serviced by a shared drive.

All other terms used at any place in the contract documents shall have the same meanings as set forth in the Solid Waste Code.

SERVICES TO BE PROVIDED

The Contractor shall have the right, privilege and duty to collect, haul and dispose of all garbage, rubbish and other waste matter described herein from all residential structures within the City at such collection points and in such frequencies as described herein. The Contractor shall also have the right, privilege and duty to recycle all materials so defined by the Contract and described herein.

Residential Pick-up

Collection shall include household garbage once per week. Such items shall be collected in unlimited quantities.

Yard Waste

Yard waste shall include grass clippings, leaves, garden vegetation, flowers, Christmas trees, tree limbs and branches. Collection of yard waste shall be at the curb on a once-per-week basis on the day established for such collections (preferably Monday). Tree limbs and branches must be tied in bundles not to exceed four (4) feet in length. Other yard waste must be in clean waste receptacles, yard waste bags or other disposable containers not to exceed fifty (50) pounds. The number of bundles and/or bags shall be on an unlimited basis.

Bulky Pickup

As part of the services and without additional charge, the Contractor shall provide for collection of bulky items at the curb once per week after the resident has called for bulky item pick-up. This is intended to include such items as household equipment, furniture, rugs (carpet must be bundled 4ft x 2ft or less), which will not fit into trash receptacles provided that such items can be carried to the curb by two (2) persons and do not exceed one hundred and fifty (150) pounds. Bulk items shall not include construction debris, tires or lead-acid batteries.

Recycling Services

The Contractor shall provide for collection of recyclables once per week to all homes in the City. The Recycling pick-up shall be single stream recycling with no need for the resident to separate the recyclable items. Recyclable items shall consist of commingled containers and residential paper fiber as set forth below. Contractor shall not dispose of any recyclable items collected in the recycling program in a sanitary landfill. Contractor shall comply with all Twin Oaks and St. Louis County Ordinances applicable to recycling and solid waste disposal.

Commingled Containers include, but are not limited to:

- Plastic #1HDPE (Soda Bottles)
- Aluminum cans, trays & foil (trays and foil must be cleaned)
- Milk & Juice cartons
- Steel and tin cans
- PET Soda, water & flavored beverage bottles #1
- HDPE milk & juice containers (#2 clear plastic)
- HDPE detergent & fabric softener containers (#2 colored plastic)
- PVC Narrow neck containers ONLY (#3 plastic); health & beauty aid products & household cleaners
- LDPE grocery containers (#4 plastic); margarine tubs, frozen dessert cups, six and twelve pack rings
- PP grocery containers (#5 plastic); yogurt cups, narrow neck syrup and ketchup bottles, #7 plastic narrow neck containers only; plastic buckets; kitty litter containers (5 gallon size maximum)
- glass bottles and jars (clear, brown, and green) NO window glass, dinnerware or ceramics
- Residential Paper Fiber includes but is not limited to:
 - Newspaper including inserts (remove plastic sleeves)
 - cardboard broken down to 2' x 2' (NO waxed cardboard)

- Kraft (brown paper) bags, magazines and catalogs, telephone books, office, computer, notebook, gift wrap paper (NO metal clips, spirals, binders)
- Chipboard (cereal, cake & food mix boxes, gift boxes)
- Carrier stock(soda & beer can carrying cases)
- junk mail & envelopes (NO plastic cards, stick on labels or unused stamps)
- Paperback books (NO hard cover books).

Contractor shall provide Services as follows:

- *Solid Waste Collection.*
 - For each **Single Family Detached Unit**, Contractor to collect solid waste located curbside once a week on the day established for such collection (preferably Monday).
 - Contractor to provide, at no additional cost, one 64-gallon wheeled container for each Single Family Detached Unit.
 - For **Birnamwood Condominium Area** only, Contractor solid waste pickup will be outside each condo garage door once a week.
 - Contractor to provide, at no additional cost, smaller containers (as needed) for each unit in the Birnamwood Condominium Area.
 - Contractor agrees to use smaller collection vehicles (preferably less than 1/2 ton) for pickup within the Birnamwood Condominium Area.
- *Recycling Collection*
 - For each **Single Family Detached Unit**, Contractor to collect recycling located curbside once a week on the day established for such collections (preferably Friday). **Please specify accepted types of recycling items in the bid.**
 - Contractor shall provide, at no additional cost, one (1) 64-gallon wheeled recycling container for each Single Family Detached Unit.
 - For **Birnamwood Condominium Area** only, Contractor recycling pickup will be outside each condo garage door once a week.
 - Contractor shall provide, at no additional cost, smaller containers (as needed) for each unit in the Birnamwood Condominium Area.
 - Contractor agrees to use smaller collection vehicles (preferably less than 1/2 ton) for pickup within the Birnamwood Condominium Area.
- *Yard Waste Collection.* Contractor shall collect yard waste located curbside from each single-family dwelling unit once a week on the day established for such collections (preferably Monday). Yard waste shall be contained in cans or biodegradable (paper) lawn bags; branches and limbs shall be tied in bundles not exceeding four (4) feet in length and one and a half (1½) feet in width.
- *Bulk Items Collection.* Contractor shall collect bulk items located curbside from each single-family dwelling unit at least once a month on the day established for such collections (preferably Monday) after the resident has called the Contractor for bulky

item pickup. Contractor shall respond to resident inquiries regarding the status of items placed out for pickup.

- *Special Items Collection.* Contractor shall provide collection and disposal service to each single-family dwelling unit for appliances, large metal items, tires and automotive batteries. Collection of these items shall be provided on the basis of collection appointments made by Contractor in response to requests by residents. There shall be no charge for this service.

Service Days

- *Solid Waste Collection* -- _____ days
- *Recycling Collection* -- _____ days
- *Yard Waste Collection* -- _____ days

Service and Complaints

The Contractor shall maintain an office for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, the contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within twenty-four (24) hours after the complaint is received.

The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend in excess of approximately five (5) minutes on hold while waiting for their calls to be handled. The Contractor shall keep a log of all customer complaints or inquiries received from residents of single-family households in the City, together with notations showing when and how each complaint has been addressed or resolved by the Contractor. The Contractor shall provide the City with a copy of the log and a summary of complaints or inquiries no less frequently than once per month. Failure to comply with the customer service requirements is cause for termination.

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately removing any residue or spillage from each stop along the residential collection route. Any residential waste, recyclables or yard waste spilled or blown during transportation shall be retrieved immediately.