



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting proposals for:

TITLE: Citizen Recyclable Drop-Off Program
RFP #: 045M-20F
Commodity: 3965, 3966 Collection, Processing of Recyclables
Due Date: 3:00 p.m., Friday, November 20, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

Pre-Bid Conference:

Date: Thursday, November 12, 2009
Time: 11:00 AM
Location: Purchasing Conference Room
845 W. Irving Blvd.
Irving, Texas 75060

This conference is recommended, but not mandatory.

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Marsha Hughes, Purchasing Agent at mhughes@cityofirving.org

Questions may be submitted through 3:00 p.m., November 13, 2009.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

TABLE OF CONTENTS for RFP 045M-10F

Solicitation Overview..... 1

Table of Contents 2

Specifications3-21

Summary Response Page 22

Attachment A-2, Standard Terms and Conditions23-26

Attachment B-1, General Instructions to Proposers27-28

Attachment B-2, Special Instructions to Proposers 29

Attachment B-3, Checklist for Proposers 30

Attachment B-5, Map Locating Purchasing Division..... 31

Attachment C-1, Conflict of Interest Instructions 32

Attachment C-2, Conflict of Interest Statement.....33-34

Attachment D-1, Insurance Requirements for Services.....35-37

Attachment D-4, Insurance Affidavit 38

Attachment D-5, Sole Proprietor Affidavit 39

Attachment D-6, Indemnification by Contractor 40

Attachment D-7, Contractor’s Certifications of Workers’ Compensation 41

Attachment E-1, Environmental Commitment..... 42

Attachment E-2, Environmental Stewardship 43

Attachment F-1, Good Faith Effort Program Overview 44

Attachment F-2, Good Faith Effort Affidavit 45

Attachment G-9, No Bonding Requirements..... 46

Attachment H-1, Instructions for Standard Contract 47

Attachment H-7, Standard Contract and Acknowledgement -Services48-70

SPECIFICATIONS

INTRODUCTION

The City of Irving Solid Waste Services Department invites firms and qualified professionals to submit Request for Proposals for the continuation of a "Citizen Recyclable Drop-Off/Cashless Buyback Program" in the City of Irving.

For additional specification information, contact Brenda Haney, Solid Waste Services Director at (972) 721-8059.

Contract Period - This contract begins February 1, 2010 and runs through January 31, 2011.

Renewal Option - This contract is subject to consideration for five renewals with each renewal being for a one-year period of time and under the same terms and conditions as awarded or with negotiated lower pricing. Each renewal option may be exercised by the City of Irving with written agreement by contractor.

BACKGROUND

The City of Irving initiated a citizen oriented attended drop-off/cashless buyback program in 1991. This program has operated as many as five (5) drop-off centers in the city, all located in highly trafficked areas.

Irving is located west of Dallas, is approximately 67 square miles and has a population of approximately 215,000. The City has approximately 89,060 housing units of which 38,175 are single family homes, duplexes, triplexes and fourplexes, and 49,116 housing units are multi-family residences (the remaining 1,769 units include mobile homes). Within Irving's boundaries are some nationally recognized developments such as Las Colinas, Valley Ranch, and Hackberry Creek. The City, in its efforts to serve its citizens, continues to recognize the advantages of removing recyclable material from its waste stream. The City is seeking proposals that will provide and continue a citizen oriented drop-off recycling program.

OBJECTIVES

The City, in its desire to continue the Citizen Recyclable Drop-Off/Cashless Buyback Program seeks a firm or qualified professional organization to respond:

- Provide three (3) strategically located, attended collection sites.
- Provide cost information on a per site basis in order to enable the City to select the best operating option to serve its citizens, which may include attended, unattended or a mixture of the two from a minimum of one (1) location to an unspecified number of locations, depending on funding authorized.
- Provide sufficient information for City to review viability or lack thereof of continuing cashless buyback option.

- Provide a proposal to the City that maximizes waste diversion at an efficient cost, that has the financial outlay by the City capped, and if the program generates revenue from the marketing of the materials collected share a portion of the revenue generated with the City.
- Provide recycling for the following materials which will be considered the minimum:

Acceptable:

Aluminum
 Steel cans
 Aerosol cans
 Clear, green and brown glass bottles and jars
 Newspaper - ONP with inserts
 Plastics #1 and #2
 Cardboard - OCC and Paperboard
 Telephone directories
 Magazines
 Catalogs
 Direct mail
 Mixed office paper

Optional:

Electronic materials such as computers, printers, hard drives, monitors, and other computer related equipment
 Plastics #3-#7
 Aseptic packaging
 Polycoated paperboard cartons
 Non-ferrous metals
 Cellular telephones
 Old textiles

Commodities may be added to or deleted from the contract by written agreement of the City and the contractor. Deletions of commodities to be recycled will be approved by the City upon a determination by the City Representative that the market price for any one or all of the recyclable commodities designed to be accepted has declined to the point that such commodities can no longer be removed or deleted from the list of commodities accepted for recycling upon written approval by the City Representative.

Additional commodities may be collected only with written consent of City and after establishing the current price to be paid to the City for each new commodity.

- Establish and operate the program in its entirety.
- Market the Program to the community and credit the City as the sponsor of the Program (refer to Item 7 “Marketing and Promotion” page 13).

The successful proposal shall provide to the City such professional services as site selection, program marketing, market research for material disposal, planning for reduction of waste stream management through the use of recycling, and record/accountability of tonnage/cost (profit/loss of recycled materials).

The City will use, in its selection process, as a primary consideration, the proposer's demonstrated ability to establish and operate the program in its entirety. The proposer will need to clearly define its history of providing the type of program being bid, and its commitment to site cleanliness and customer service.

The City knows that in order for a program of this type to be successful, it has to be marketed to the public. The public needs to know that this is a City sponsored program, and how and where to participate in this program. The proposer must be able to explain how they will be effective in marketing and educating Irving's citizens about the program.

DEFINITIONS

1. City – City of Irving.
2. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate.
3. Commodity Buyer – A buyer or processor, selected by the contractor, to be the end market, pursuant to the contract Documents, of Recyclable Materials delivered by the contractor.
4. Contaminants/Contamination – Refers to the portion of recyclables accepted by the contractor, which are not converted into recyclable materials due to spoilage existing upon delivery or the inclusion of such contaminants as to render the materials unsuitable for processing.
5. Contract Documents – The sum contained in the contract, which is comprised of portions of the Proposal, Instructions to Proponents, Contractor's Proposal and specific service items and conditions negotiated between the city and the contractor.
6. Costs – Are made up of operating expenses and may include but are not exclusive of rent, equipment rental, labor, marketing and promotion, administration and overhead, utilities, transportation of commodities, insurance, legal and accounting and minimum income for the contractor.
7. Drop-Off Station – Drop-Off Station or "Citizen Recyclable Drop-Off Station" is a recycling method/service where an individual can deposit or leave materials that are defined as recyclable in containers labeled to receive specific items. Drop-Off Stations can be "attended" or "unattended" operations. For the purpose of this Proposal, the Drop-Off Stations are to be "attended" and have posted hours of operation. Items deposited at a Drop-Off Station are done so by an individual without any expectation of compensation.
8. Commingled Recyclables – A mixture of several different recyclable materials in one container.
9. Fiber – The desired material from the recycling of paper, paper products and cardboard.

10. Gross Income – Is equal to the selling price for a commodity (commodity being sold to a commodity broker or end market user), minus the buying price (amount paid to an individual selling a commodity to the Buyback Station).
11. Gross Margin – Each commodity handled at the Buyback Station(s) shall have a price for purchasing from the public and a price for selling to a commodity broker or end market user. The selling and buying price will fluctuate with supply and demand. Gross margins are maintained by matching the changes in a selling price to the changes in buying price.
12. Keep Irving Beautiful – A program designed to help facilitate waste minimization, recycling, community education and support and is affiliated with the Keep America Beautiful organization.
13. Material Recovery Facility (MRF) – MRFs are centralized facilities that receive, separate, process and market recyclable materials. MRFs are generally the recipients of materials collected at drop-off stations, buyback programs, and curbside collection programs.
14. Cashless Buyback Station – A recyclable material buy back center that is designed to accept items for recycling in exchange for payment. Payment is not immediate. A check is sent to the individual or group at the end of each month for the value of the materials brought to the center. The participating individual or group must be pre-registered with the contractor prior to receiving payment.
15. Net Profit (Loss) – total revenue less costs.
16. Paper – Product that is made from wood cellulose fibers.
17. Recyclable Materials – Those commodities, which are accepted and/or purchased by the contractor pursuant to the Contract Documents. The initial Contract Document shall include the provision for accepting and/or purchasing of source separated recyclable commodities.
18. Recycling – The process by which materials otherwise are destined for disposal are collected, reprocessed or re-manufactured, and reused.
19. Source Separation – The segregation of specific materials at the point of generation for separate collection. Residences may source separate recyclables as part of a curbside or Drop-Off Station recycling program.
20. Subsidy – Is to be calculated by actual operating expenses, less revenue (income generated from the sale of a commodity). In the event revenue generated from the sale of commodities exceeds costs, the City shall receive profit.
21. Volume – Refers to weight of each recyclable collected and shall be stated in tons (or portions thereof).

INFORMATION CONCERNING REQUEST FOR PROPOSALS

- A. Issuing Office – This Request for Proposal is issued by the City of Irving, Texas. Inquiries involving procedural or technical matters should be directed to:

Brenda Haney, Solid Waste Services Director
Roger Barron, Waste Collections Supervisor
Solid Waste Services Department
825 W. Irving Blvd.
Irving, TX 75060
(972) 721-8059 or (972) 721-2232

- B. Submission of Proposals – All proposals shall be submitted and delivered to:

City of Irving
Purchasing Division/Intergovernmental Services Team
845 W. Irving Blvd.
Irving, TX 75060

The envelope containing the proposal shall be sealed and plainly marked “Proposal for Citizen Recyclable Drop-Off Program”, Irving, Texas, and shall bear the name and address of the Proposer. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed as specified.

Deadline for submission of proposals shall be November 20, 2009 at 3:00 pm.

All Proposals must be prepared in ink or typewritten and signed by the Proposer. If a sum already entered by the Proposer on the proposal form is to be altered, it shall be crossed out in ink and the new sum shall be entered above or below it, and initialed by the Proposer in ink.

Any proposal may be withdrawn prior to the scheduled time for the opening of proposals. Any proposals received after the time and date scheduled shall not be considered and will be returned unopened.

- C. Implementation workplan – The following steps are expected to be taken in the processing of this proposal.

1. Opening of Proposals
2. City staff review of proposals
3. Oral interview of selected Proposers
4. Prepare final Contract
5. Recommendation to City Council for Award
6. Award of Contract by Irving City Council

- D. Proposal Evaluation Criteria –

Each proposal will be initially reviewed for completeness and adequacy of documentation. Proposals, which do not meet these requirements, will receive no further consideration. City

staff will utilize information obtained from accepted proposals and oral interviews to make their recommendation for the proposal which best meets the objectives for the facility.

The contract, if awarded, will be awarded to the Proposer who in the opinion of the City best meets the requirements and objectives of the City. The proposals when submitted should follow the outline presented in the section titled, "Contents of Proposals". Criteria on which all proposals will be evaluated will include:

Bid Evaluation & Scoring Sheet		
Citizen Drop-Off Program for Recyclables		Proposal # 045M-10F
Evaluation Criteria	Total Possible Points	Score
Cost/Revenue Profile	10	
Financial Stability, Sufficiency of the financial resources and ability of an offerer to perform the contract or service, Ability to provide future maintenance and services for the use of the subject of the contract.	25	
Quality of proposal and presentation materials	10	
The character, integrity, reputation, judgment, and location of the respondent.	10	
The previous and existing compliances by the offerer with laws and ordinances relating to the contract or services	10	
The quality, availability and the adaptability of the supplies, or contractual services to the particular use required.	10	
References, Quality of past work, Experience, ability, capacity, skill and organization of the offerer	25	

E. Proposal Expenses

Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City of Irving

F. Proposal Acceptance

The City is not required to take the highest revenue producing or lowest cost proposal, but instead will have the right to select the most qualified proposal based on meeting the objectives identified. The City will work to establish a program that maximizes waste diversion at reasonable operating cost but will seek to establish a program that caps the City's annual financial expenditure. Other proposal acceptance factors include but are not limited to the contractor's ability to manage the program, citing strategy, implementation strategy, marketing, customer service, contractor support for facilities, commitment to site appearance and sharing of revenue, if any. City will assess all information provided in the RFP and will contract based on all factors involved in the proposal.

Final approval of the proposal shall be contingent upon formulation of an appropriate agreement.

In evaluating the proposals, the City of Irving reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part, or all of the successful proposal in selecting an operation which is judged to be in the best interest of the City. The evaluation of the proposals and determination of the award will be at the discretion of the City and its judgment shall be final.

G. Proposal negotiation

Proposals should be presented in a clear and concise manner. The City also reserves the right to negotiate any portion of a proposal determined to be unclear or inappropriately address the needs of the City.

H. Rejection of Proposals

The City of Irving reserves the right to reject any and all proposals received as a result of this request, and to waive any informality, technical defect or clerical error in any proposal, as the interests of the City may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the City does not choose to accept the proposal or that another proposal was deemed to be advantageous to the City of Irving for the particular services proposed.

I. Proposal content contractual

Appropriate parts of the selected proposal will become part of the contract if an award of contract is made by the City Council.

J. Presentation

Selected Proposers may be invited, at the City's option, to make oral or visual presentations to supplement proposals. These presentations will be held subsequent to the preliminary evaluation of the proposal, to supply additional information or clarification of certain areas of selected proposals. The issuing office will schedule a time and location for each presentation requested. Proposers who accept an invitation for an interview, which will be with City staff, will do so at their own expense. The Proposer who is selected for a contract award, if any, should also expect to be present at the time of award by the City Council.

K. City review of Proposers existing operations

Prior experience with Citizen Recyclable Drop-Off Stations or a similar operation is desirable and may be required as a condition of final selection. The City may also elect, at its own expense, to visit one or more of a Proposers existing operations as a part of the evaluation and selection process.

1) SPECIFICATIONS

The contractor shall provide a minimum of three (3) attended Citizen Recyclable Drop-Off/Cashless Buyback Centers. If the proposer desires to see any existing drop-off centers, please contact the City of Irving Solid Waste Services.

The contractor shall be responsible for securing permission of site owners for placement of recyclable containers including room for off-street unloading of autos -- provide sample agreement. A sample schematic of the proposed drop-off operation, to scale, needs to be provided; this schematic needs to display:

1. Boundaries of proposed operation.

2. Type of, number of and placement of containers.
 3. Placement of signs and program support materials.
 4. Traffic patterns.
 5. Parking.
 6. Placement of attendant.
 7. Route for truck collection/removal of containers.
- note: this schematic will need to be a part of the site owner's agreement.

A) The contractor shall provide:

- a. A minimum of three (3) attended recycling drop-off center locations.
- b. Service for a minimum of forty (40) hours per week per recycling drop-off center location (no less than six (6) hours on any day defined as operational and opened a minimum of five-(5) day per week).
- c. Hours of operation shall be clearly posted at each recycling center and shall be Monday, Thursday, and Friday – 10 a.m. until 6 p.m. and Saturday and Sunday 9 a.m. until 5 p.m.
- d. All centers shall be closed Tuesdays and Wednesdays.
- e. A holiday schedule shall be developed to coincide with the City's holiday schedule.
- f. List and type of equipment to be used.
- g. Regular daily service of containers including material removal, site clean-up, removal of non-recyclable refuse, daily sanitizing and periodic cleaning of containers for odor control.
- h. Proposed schedule of container service.
- i. Temporary storage of recyclables during accumulation of lot quantities, if required.
- j. Transportation of recyclables to various markets.
- k. Disposal of materials received by reprocessing and/or reuse, whether by the contractor or by others (i.e.: markets).
- l. A plan for creating aesthetically pleasing drop-off locations.
- m. A plan for maintaining aesthetically pleasing drop-off locations.
- n. A map illustrating the travel distance from the central location of the city to the contractor's materials processing facility.
- o. Other factors that your firm believes need to be included/defined as part of the establishment of Irving's recycling drop-off sites.

B) The contractor shall provide management services to help the City in the establishment and ongoing operation of this service. This shall include, but is not limited to:

- a. Market research for material disposal with the emphasis on reliability and return.
- b. Marketing of drop-off stations -- include information on how your firm would approach reaching different market groups such as multifamily residential and business. Provide sample brochures.
- c. Approach to developing a five- (5) year business plan and recycling drop-off service and growth profile.
- d. Approach to customer relations, and customer relations training you plan to provide as part of the service.
- e. Description of problem resolution procedures for: customer complaints, site owners, and City.
- f. Other factors that your firm believes need to be included/defined as part of the management of these proposed drop-off sites.

2) CONTRACT AND TERM - ELEMENTS OF AGREEMENT

A) Contractor to provide:

- b. Sharing of profit with the City of Irving.
- c. Hold Harmless to city and site owner.
- d. All required permits, if any.
- e. Disposal of non-recyclables at other than City of Irving landfill.
- f. Market research.
- g. Promotion and marketing of the recycling drop-off center program.
- h. Long-range planning for recyclable materials.
- i. Well-maintained and clean facilities.
- j. Facilities that are aesthetically attractive.
- k. Customer assistance plan for drop-off center attendants (i.e., attendant trainings).
- l. The operation of all collection equipment shall be in a manner that is not hazardous to private property, pedestrians and the operators.
- m. The contractor shall certify to the City that all recyclable commodities which have value are in fact sold to certified recycling vendors, brokers, toll end users, or recycling manufacturers and that each of the recyclable commodities that the contractor receives is recycled into usable products.
- n. The contractor will guarantee that in no case will the uncontaminated recyclable commodities collected under this contract be landfilled. If the City discovers that the contractor is landfilling uncontaminated/valuable recyclable commodities collected under this contract, the contractor would be considered in default of the contract and said contract could be terminated by the City of Irving.
- o. The 77th Texas Legislature amended the Texas Health and Safety Code by adding Section 361.119, which directs the Texas Commission on Environmental Quality (TCEQ) to implement rules to “ensure that a solid waste processing facility is not allowed to operate unregulated as a recycling facility.” Bidder shall be in compliance with recycling rules in Section 328.3-328.5 of the Texas Health and Safety Code. Violation of these rules could result in immediate termination of contract with the provider for the City of Irving’s Drop-Off Recycling services. An inspection of the bidder’s/contractor’s processing facility will be made by the City of Irving Solid Waste Services Department prior to award by the City Council. The City also reserves the right to inspect the contractor’s processing facility after award of contract. The City agrees to notify the bidder at least twenty-four (24) hours prior to such inspection.
- p. The contractor will be responsible for any damage incurred while on any city owned or privately owned property by the contractor’s equipment during the collection process.
- q. If performance of service is unfulfilled by the contractor (e.g., inclement weather, employee illness, or equipment problems), contractor must notify City staff the morning of collection day, so that City staff may inform other city facilitators. It will be at that time, that the city and contractor will determine best method to remediate the situation.
- r. The contractor shall provide a complete and professional job for the collection and processing of collected recyclables as identified by Solid Waste Services Department. The omission, within a bid submittal, of specific reference to any equipment, materials, or labor necessary for performance of contract per

specifications, shall not relieve contractor of responsibility for furnishing such equipment, materials or labor.

- s. Contractor will be required to inform the City of any contamination issues immediately upon receiving the contaminated load so that the City may correct the problem.
- t. All equipment located at each of the recycling drop-off centers shall be in good repair. This includes all trailers, dumpsters, roll-offs, stairs, ladders, and signage (*refer to Site Agreement Conditions below*).
- t. Contractor will have employees clearly identified in a uniform and said uniform will clearly indicate that they are an employee of the contractor.

B) City to Provide:

- a. Assistance with site negotiations if required.
- b. Assistance with promotion of the program.

3) SITE AGREEMENT CONDITIONS

Site agreement will be between the Contractor and Site Owner but site selection and agreement must be approved by the City. The site agreement shall not contain any language or clauses that would establish exclusive use for the Contractor and thereby limit the City's future interest in the site. Conditions of site agreement will include language where: 1) Site Owner allows use of property for benefit of a recycling drop-off center by any Contractor that the City approves; 2) the Contractor holds site owner and City harmless for right to provide service; and 3) Contractor shall peaceably and immediately give up and surrender to the Site Owner the premises and every part thereof at the termination of the contract with the City.

The moving of operations at a drop-off station to another location may occur based on the following conditions:

- a) Request by property owner.
- b) Request by city council.
- c) Lack of performance of the drop-off station.

The contractor shall have well-maintained and clean recycling drop-off center facilities. This shall include, but not be limited to the site being cleaned of all trash, blowing debris, broken glass, and materials which may have collected along fence-lines, curbs and gutters in the immediate area surrounding the centers. The contractor shall inform the City Representative of large/bulky material items immediately upon knowledge of said materials, such as furniture, white goods and electronic equipment.

The contractor shall also monitor all containers, such as but not limited to dumpsters, glass containers and storage trailer(s) for overflowing conditions. Containers must be emptied to the best of the contractor's ability to prevent overflowing conditions, and creating a hazardous and unsightly situation.

Failure to maintain equipment at recycling drop-off centers:

The contractor shall keep all equipment on site in good working condition. This includes, but is not limited to all trailers, dumpsters, roll-offs, stairs/ladders, weigh scales and signage. If the

contractor does not keep equipment on site in good working condition upon inspection by the City Representative, he/she will be notified initially by a telephone call to correct the situation. If the contractor does not remediate the situation within a week of the telephone call, a written request will be sent by the City Representative giving the contractor two additional weeks for correction. If the situation is not remediated or a solution to the situation has not mutually been agreed upon by both the City and the contractor, then the contractor will be considered in default, and the City shall assess the contractor liquidated damages in the amount of \$100.00 per day until the condition improves and is satisfactory to the City of Irving.

4) ADDITIONS AND CHANGES TO FACILITIES

The contractor shall be responsible for, at its own costs, any new additions to and the continuing maintenance and repair of all additions to said Citizen Recyclable Drop-Off Stations and support facilities. Any additions or changes to the physical properties must be approved in advance by the City and be agreed to by the site owner.

CASHLESS BUYBACK CENTER

All Citizen Recyclable Drop-Off Stations may operate as “Cashless Buyback Centers”. The contractor shall provide the opportunity for citizens to drop off specified/acceptable recyclable commodities, and be paid for them via a voucher system. Prices to be paid to individuals bringing recyclable commodities into the buy-back center for remuneration shall be clearly posted for that commodity and the price to be paid for that commodity shall be based on the clearly posted commodity indexes acceptable to the City of Irving.

Proposer should provide samples of the commodity indexes they intend to use for evaluation of this contract.

Each commodity serving as a part of this program will be weighed for minimum requirements. The citizen shall be issued a voucher describing item recycled through the “Cashless Buyback Program and weight of said item. The citizen shall receive a monthly check in the amount of their accumulated value of recyclables received through the “Cashless Buyback” system. Organizations wishing to receive funds in this manner will be required to register with the contractor prior to use of the “Cashless Buyback Center”.

6) HOURS AND DAYS OF OPERATION

The contractor shall provide operation for the attended centers based on a five-day minimum of 40 hours weekly. The contractor must define an observation, collection, and maintenance schedule by the contractor’s personnel for the attended drop-off recycling centers and provide a holiday schedule and contingency operation or closing plans for the attended centers during inclement weather conditions or other unanticipated situations (illness of attendant).

7) MARKETING AND PROMOTION

The City considers marketing and promotion an essential element of this program. Therefore, the contractor will need to be able to demonstrate and provide the marketing and promotion skills necessary to adequately inform the citizens of the Recyclable Drop-off Program. This may include, but is not limited to, advertisements, brochures, flyers, posters, press releases, PSAs, special advertising products (gimmies), community presentation and events, etc. The City, as

contractor of this service, will require prior review of promotional material. Also, use of the City's logo, in conjunction with the contractor's will be required.

8) RECORDS AND AUDITS

The contractor shall keep full, complete and proper books, records and accounts of the gross receipts both for cash and on credit of each separate recyclable item as well as the volume collected from each recycling drop-off center site. Said books, records and accounts, including any sales tax reports that management may be required to furnish (on each separate recyclable item and the volume collected for each location) to any government or governmental agency, shall at all reasonable times be open to the inspection of the City, City's auditor or other authorized representatives or agents.

City shall have the right to perform an annual audit of above books, records and accounts at City expense.

9) COMMODITY ACCOUNTABILITY

- a) The City desires the proposer to develop a system to track each separate recyclable item and the volume collected for each location indicating the anticipated and actual market revenue.
- b) The City expects this information to be included monthly with the billing invoice. In addition the City will require the contractor to provide this information in semi-annual spreadsheet (hard copy) and disk media using Excel software showing the performance of each site and commodity on a monthly, year-to-date, annualized, and life-to-date basis.

10) FEES AND REVENUE

- 1) The City will guarantee to the contractor a minimum income from the operation of the Citizen Recyclable Drop-Off/Cashless Buyback Stations as authorized by the City Council as follows:
 - (1) The maximum subsidy or capped monthly billable amount the City agrees to pay will be based on a specified operating profile and assumes that no revenue is generated from the sale of commodities received for recycling.
 - a. Payment will be monthly.
 - (2) The actual subsidy to be paid the City will be calculated as follows:
 - a. Calculated monthly, based on actual operating expenses and will not exceed the defined not to exceed amount.
 - b. For the operation of a Cashless Buyback Center, the actual subsidy shall be the same. The contractor will share one-half of the revenue that would to the City to the provider of the revenue generating materials accepted in the cashless program. Contractor will provide remuneration in the form of a check at the end of the month to the person or organization who has registered to bring materials to the cashless buyback center.

- 2) The contractor's billing should reflect some or all of the following depending on actual agreed mix of services:
- a. Personnel costs for month for attended centers
 - b. Hauling costs for unmanned centers.
 - c. Disposal charges for waste collected as part of process.
 - d. Administrative – overhead charges, if any.
 - e. Equipment rental, if any.
 - f. Marketing charges, if any.
 - g. Materials processing
 - Recycle grades
 - Tons received and percentage of composition
 - Tons received for each commodity.
 - Market value per ton.
 - Subtotal of revenue or (cost) per ton.
 - Percentage of revenue to be shared with City only if positive.
 - Net revenue or (cost) per ton.
 - Net revenue or (cost) for month.
 - h. Invoice is to include a reflection of the operational breakdown of each center.
- 3) Revenue is to be shared with the City in the agreed to percentage, paid by Check monthly, and submitted at the time the contractor submits the invoice.

11) REPORTING REQUIREMENTS

- a) The contractor shall provide the City with monthly billing statements and activity reports on the collection processing and marketing of all recyclable commodities.
 - (1) Each billing statement shall be itemized by location and include facility/service address, type of commodity, date of service, volume collected, and volume and/or percentage of materials discarded and landfilled as a result of processing material for market. The statement shall include a total monthly fee assessment, including revenues.
 - (2) Each activity report shall be submitted monthly and itemized by location, commodities collected, and volumes collected. Each activity report shall include total volumes collected per month by commodity.
- b) The City reserves the right to review the records kept on the recyclable commodities collected from the City under terms of this contract.
- c) The City agrees to notify the contractor at least twenty-four (24) hours prior to such inspection.

12) HOLIDAYS

The City of Irving recognizes the following holidays. The contractor, for consistency, shall participate with the City in recognizing these holidays and closing each Recyclable Drop-Off Station on these dates:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The contractor may request that other holidays be added to the operational schedule and must be approved by the City of Irving contract administrator.

CONTENTS OF PROPOSALS

The proposals being provided by the Proposer will be the initial evaluating documents. Therefore these proposals should be concise, complete, supported by written narratives, appropriate exhibits and displays to adequately describe what and how the Proposer will be performing the contracted services. The Proposer shall provide five (5) written copies of the proposal at the time of proposal opening. Additional proposals may be required during the evaluation process. The following will be required contents of the proposal for the evaluation process.

A. Request for Qualifications

1. Firm's name, address, telephone and contact person (corporate and local office)
2. Firm's history in the recycling industry:
 - a. How long in the recycling business and number of employees.
 - b. Where has firm provided citizen recyclable drop-off program, attended and/or unattended, currently and previously in operation.
 - c. Describe experience with recycled materials markets (provide references).
 - d. Type of recycled material with which firm is most familiar (provide list of all recyclable materials handled).
 - e. Description of equipment employed by their drop-off station programs.
 - f. Financial statement on firm's recycling business(es) for last two (2) years.
 - g. List any subcontractors employed as part of firm's recycling business(es) and their role.
 - h. Any legal action(s) they may have been involved in the past five years that relate to either solid waste or their recycling business, either as the defendant or the aggrieved.
 - i. Evidence of commitment to customer satisfaction.
 - j. Evidence of promotion and/or program marketing experience.

- B. Describe how, as the Proposer for this service, you will provide the following services:
1. Establishment and servicing of a minimum of five attended Citizen Recyclable Drop-Off Stations. Describe approach to services:
 - a. Identification of suitable sites to be used as drop-off stations. If Proposer desires, the sites they would select may be included as part of their proposal.
 - b. Securing of permission of site owners for placement of recyclable containers including room for off-street unloading autos. Provide sample agreement.
 - c. A sample schematic of the proposed drop-off operation, to scale, needs to be provided. This schematic needs to display:
 1. boundaries of proposed operation
 2. placement of containers
 3. placement of signs and program support materials
 4. traffic patterns
 5. parking
 6. placement of attendant
 7. route for truck collection/removal of containersnote: this schematic will need to be a part of the site owner's agreement
 - d. list and type of equipment to be used.
 - e. regular daily service of containers including materials removal, site clean-up, removal of non-recyclable refuse, daily sanitizing and periodic cleaning of containers for odor control.
 - f. proposed schedule of container service.
 - g. temporary storage of recyclables during accumulation of lot quantities if required.
 - h. transportation of recyclables to various markets.
 - i. disposal of materials received by reprocessing and/or reuse, whether by the contractor or by others (i.e., markets).
 - j. describe plans for creating aesthetically pleasing drop-off locations.
 - k. other factors that your firm believes need to be included/defined as part of the establishment of these proposed drop-off sites.
 2. Management services to help the City in the establishment and ongoing partnership of this service. Describe approach to services:
 - a. market research for material disposal with the emphasis on reliability and return.
 - b. marketing of drop-off station. Include information on how your firm would approach reaching different market groups such as single family residential, multi-family and business. Provide sample brochures.
 - c. Approach to developing five (5) year business plan and recycling drop-off service and growth profile.
 - d. Description of problem resolution procedure for customer complaints, site owners, and City.
 - e. Other factors that your firm believes need to be included/defined as part of the management of these proposed drop-off sites.

C. Revenue/Costs to the City

The City realizes that due to the fluctuating market conditions the Proposer may not be in a position to provide revenue to the City. However, the Proposer needs to understand that it is the City's intent to provide the opportunity for recycling to exist as a service to its citizens and that this service is provided as a component of an integrated solid waste management plan. Also, since this is to be a business type partnership between the Proposer and the City, the Proposer needs to be cognizant of City's needs as tax supported body and therefore approaches partnerships of this type as an opportunity to first provide the service and if possible generate revenue.

The Proposer shall describe in detail what its fiscal needs are in establishing the Citizen Recyclable Drop-Off Stations operation. The Proposer should establish a maximum subsidy cost the City can expect on an item per item basis. The Proposer, when market conditions are favorable shall provide a mechanism or subsidy cost scale to reduce the subsidy paid by the City and if conditions warrant share in any profits. The proposer, in providing its detail of fiscal needs, should include a business plan and spreadsheet showing anticipated expenses, revenues/costs and profit, if any. This should cover a minimum of two years to a maximum of five years.

D. Contract Term and Conditions Required by the Proposer

Provide sample language or agreement, specify the length of contract desired, and define any special conditions you may require as the Proposer. The information provided will need to be consistent and reflect the proposal's consent or concern with the City's intent, as defined in section "Information Concerning Request for Proposals".

E. Grand Total Proposal

F. Account Listing

G. Sample Contract

Minimum Required Recyclable Commodities to be Collected and Processed – Materials currently accepted as part of the City of Irving’s Citizen Recyclable Drop-Off/Cashless Buyback Program.

Can you comply? If not State reason or reasons why not.

Minimum Required Recyclables to be Processed

Mixed office paper – includes white ledger paper, color paper, computer paper, typing paper, scratch paper, bond paper, photocopy paper, adding machine paper, fax (plain paper), file folders (all colors and hanging), posters, NCR invoices, copy paper wrappers, letterhead, legal pads, stationery (any color), message pads, time cards, envelope (windows acceptable), self adhesive notes, tabulating cards, receipts, brown (kraft) paper envelopes. Staples, rubber bands, tape, adhesive labels, and plastic tabs do not have to be removed.

- Newspapers (including slicks)
- Magazines
- Catalogs
- Junk Mail
- Paperboard (fiberboard) boxes
- Corrugated cardboard (OCC)
- Aluminum cans (UBC)
- Steel cans
- Aerosol cans
- Glass bottles and jars
- Kraft paper bags
- Paperback (softbound) books
- Telephone books
- Plastics #1 (PET – polyethylene terephthalate)
- Plastics #2 (HDPE – high density polyethylene)
- Construction/art paper

Optional – Additional Recyclable Commodities Recommended and Desired to be collected and processed that are not currently accepted as part of the City of Irving’s Recycling Drop-Off Center Program.

Can you comply? If not State reason or reasons why not.	Minimum Required Recyclables to be Processed
_____	Computers (including hard drives, monitors, peripherals, printers, cables)
_____	Electronics (including vacuum cleaners, VCRs, TV’s, lamps, stereos, microwaves, etc.)
_____	Plastics #3 - #7
_____	Polycoated paperboard cartons
_____	Aseptic packaging

EXAMINATION OF PROPOSAL: before submitting proposal, respondent should:

- a) Carefully examine the specifications.
- b) Be fully informed of existing conditions and limitations.
- c) Visit the existing recycling drop-off center sites.
- d) Include in the proposal, sufficient compensation to cover all work and guarantee items required by the agreement.

QUALIFICATIONS:

- a) Have a minimum of five- (5) years consecutive experience in the collection and marketing of recyclable materials.
- b) Have a minimum of three- (3) years consecutive experience of providing collection and marketing of recyclable materials from a municipality.
- c) Provide a financial statement on firm’s recycling business(es) for last two (2) years.
- d) List any subcontractors employed as part of firm’s recycling business(es) and their role.
- e) Provide in detail any legal action(s) the firm may have been involved in the past five- (5) years that relate to either solid waste or their recycling business, either as the defendant or the aggrieved.
- f) Provide a complete list of equipment to be used for successful execution of a contract for rendering the services requested within this bid.
- g) All taxes, dues and fee’s owed to the City of Irving shall be current .

BASIS OF AWARD:

- a) A full evaluation of all proposals will be made following opening of proposals on as timely a basis as possible.
- b) Subsequent to the opening and evaluation of this proposal, award will be made to the respondent who, in the opinion of the City of Irving, best meets the evaluation criteria established in this RFP. Innovative features in the submittals, which would enhance contract performance, may also be considered.

Operation of Recyclable Drop off Centers can begin _____ days after receipt of contract. FOB City of Irving Destination, per Standard Instructions.

CITY OF IRVING

SUMMARY RESPONSE PAGE for RFP #045M-10F

Complete, legal name of firm submitting proposal:

Mailing Address: _____
Phone: _____ E-mail Contact: _____

Authorized Signature _____

Signature indicates that proposer accepts the specifications, terms and conditions of this solicitation and that proposer is not delinquent on any payment due the City of Irving nor involved in any lawsuit against the City.

Print Name _____ Title _____

Are you bidding as a _____ Corporation _____ Non-Profit Corporation
_____ Limited Liability Company _____ Partnership
_____ Individual or Sole Proprietor

If you are a minority-owned or woman-owned business, please check which type and list certification number, if any. _____ Black _____ Hispanic _____ Asia-India _____ Asia-Pacific
_____ Native American. Certification # _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply. _____ EBT (electronic bank transfer),
_____ Check, _____ Credit card

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires references. Please attach to this page a list of **three** references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-2 (rev. 02/03/09)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City of Irving with the agreed-upon services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of proposals.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation indicates estimated quantities, such quantities are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their submissions.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Proposals

Proposals must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of

proposals by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals

9. Responsiveness of Proposals

The City wants to receive competitive proposals, but will declare “non-responsive” submissions that fail to meet significant requirements outlined in the solicitation documents.

10. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the submission deadline. Proposers may not withdraw once the proposals have been publicly opened, without the approval of the City’s purchasing manager. Proposers who no longer wish to negotiate with City will be allowed to withdraw proposals. However, once a proposal has been withdrawn, it can no longer be considered.

11. Disqualification of Proposer

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: Collusion among proposers; Proposer’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid or agreed upon; Proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services specified in the solicitation; proposer involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and proposer’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

12. Cost of Submission

The cost of submitting proposals shall be borne by the proposers, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.

13. Failure to Deliver Services

If a proposer is unable to deliver the quantity or quality of specified services, or is unable to deliver within a time period agreed upon prior to award, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

14. Taxpayer Identification

Proposers must provide the City a current W-9 “Request for Taxpayer Identification and Certification” before services can be procured from the proposer.

15. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer’s invoice, they will not be paid. Additionally, proposers cannot use the City’s tax exemption status to purchase goods or services related to this solicitation.

16. Payment

Payment will be made as agreed upon in the deliverables section of the final proposal. Proposer is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

17. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

18. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

19. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by by the successful bidder, and the successful bidder has no authority to bind the City.

20. Governing Law

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

21. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

22. Assignment

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

23. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for any and all services provided and accepted up to and including the date of termination.

24. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole

negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

25. Venue

The obligations of the parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

26. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

27. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after submissions are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. In the case of RFP's, only the names of the proposers are listed. Results are for informational purposes only, and is not a notice of award.

28. Open Records

Proposals do not become public record until an award is made. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons and information as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO PROPOSERS

Attachment B-1 (rev. 12/31/08)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Proposals/Late Proposals

Pricing must be in US dollars and cents, unless a "percentage off" is requested. Respondents are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Submissions are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All responses must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the respondent's responsibility to ensure that bids are delivered/received by the specified time. Late submissions will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the respondent must list the legal name of the company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposal must be initialed by the respondent to guarantee authenticity.

6. Cooperative Purchase

Respondents are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

7. **Payment Terms, Discount & Type of Payment**
Proposer should state payment terms on the Summary Response Page. If the proposer fails to indicate payment terms, the City will use the default of 2%/30 days. The proposer may also express the method(s) in which he or she wishes to receive payment.
8. **References**
When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Proposer will attach a separate page with the requested references.
9. **Conflict of Interest**
Proposers should review the instructions on conflict of interest (Attachment C-1). Proposers are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
10. **Environmental Stewardship**
Proposers are encouraged to review the City's commitment to the environment (Attachment E-1). Proposers are to complete and submit the Environmental Stewardship form (Attachment E-2).
11. **Good Faith Effort**
Proposers are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Proposers are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended proposer(s) will be required to complete the additional GFE forms as part of the award process.
12. **Addendums**
It is the proposer's responsibility to alter his response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.
13. **Exceptions**
If a proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.
14. **Checklist**
A Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.
15. **Hot Line**
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO PROPOSERS
Attachment B-2 (rev. 12/31/08)

1. Proposal Process/Contact Information

The City of Irving is aware of the time and effort spent in preparing and submitting. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Marsha Hughes
mhughes@cityofirving.org
972-721-3754

2. Method of Award

Award will be made in its entirety to the highest evaluated proposer based on the evaluation criteria established in the proposal. Awards totaling \$50,000 or more will be made by the Irving City Council.

3. Public RFP Opening

A public opening will be held at 3:00 p.m. on November 20, 2009 in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. Pre-Proposal Meeting

A pre-proposal meeting will be held on November 12, 2009, 11:00 AM, at 845 W. Irving Blvd., Irving, Texas, 75060. Attendance at this meeting is optional, but it is a preferred method of receiving questions and requests from vendors for clarifications.

5. Insurance Requirements

This solicitation has insurance requirements. They are listed as Attachment D-1. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your bid.

6. Required Contract

This solicitation requires a signed contract prior to award. A contract will be offered to the recommended vendor, similar to the sample contract attached.

7. Annual Contract Period

This contract begins February 1, 2010, and runs through January 31, 2011.

8. Renewal Option

With a written request from awardee, this contract is subject to consideration for five renewals with each renewal being for a one-year period of time and under the same terms and conditions as awarded. Written request should be received by Purchasing 60 days prior to expiration of existing contract to insure renewal.

9. Prices

Prices quoted shall be firm for the entire period of the contract. A vendor will not be awarded a contract if he bids escalation pricing, even though he takes exception to this bid requirement.



CHECKLIST FOR PROPOSERS

Attachment B-4 (rev. 12/31/08)

PROPOSERS CHECKLIST: (Documents to be submitted in response to this RFP)

_____ **PROPOSAL:** Including completed Summary Response Page

_____ **DUE DATE** (Proposal must be received & stamped in Purchasing no later than 3:00 pm on November 20, 2009)

Proposals failing to comply with the above will be deemed non-responsive.

The following items should be turned in with the proposal. Documents must be received before award recommendation.

_____ **FIVE ADDITIONAL DUPLICATE COPIES OF PROPOSAL**

_____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)

_____ **ENVIRONMENTAL COMMITMENT & COMPLIANCE** (Attachment E-1)

_____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)

_____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)

_____ **REFERENCES** (As requested on the Proposal Cover Page)

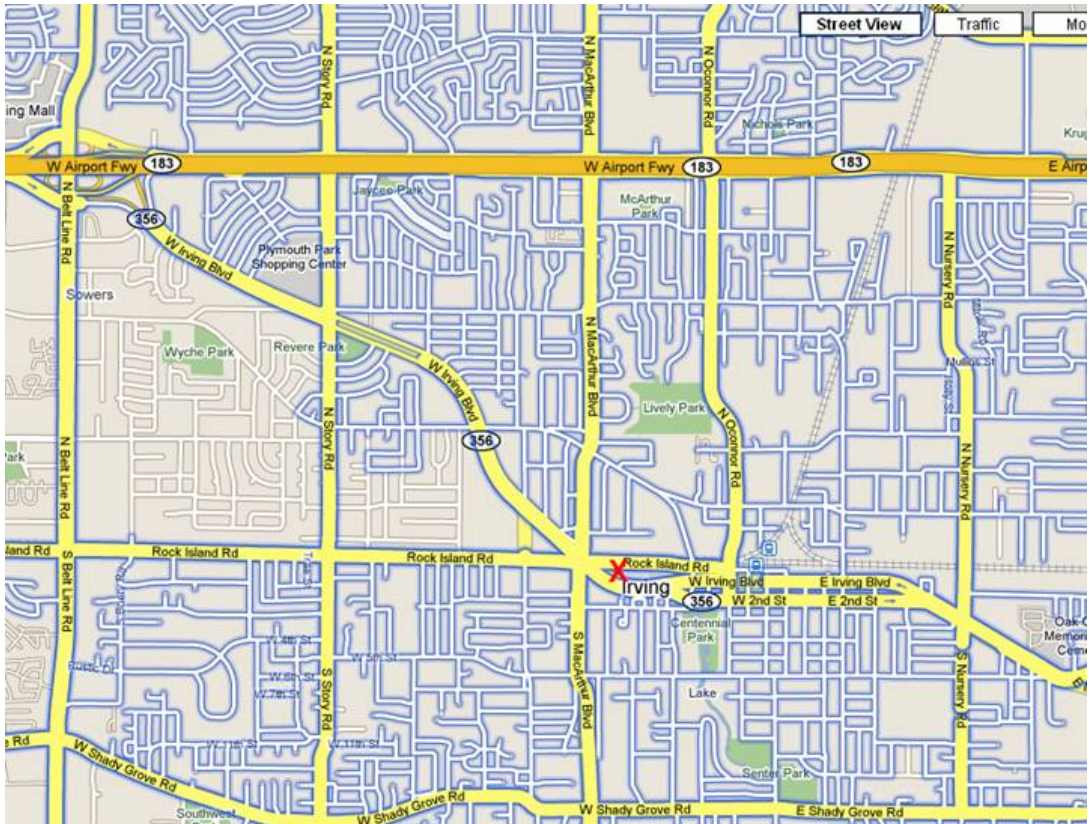
_____ **INSURANCE AFFIDAVIT** (Attachment D-4)

_____ **SOLE PROPRIETOR AFFIDAVIT** (Attachment D-5)

_____ **INDEMNIFICATION BY CONTRACTOR** (Attachment D-6)

_____ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment D-7)

_____ **SAMPLE CONTRACT** (Attachment H-8)



Location of City of Irving Purchasing Division
Attachment B-5 (rev. 12/31/08)





**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE**
Attachment C-1 (rev. 12/31/08)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment C-2, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. To view a listing of conflict of interest forms filed with the City of Irving, please click
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>
5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.
6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005



INSURANCE REQUIREMENTS FOR SERVICES

Attachment D-1 (rev. 12/31/08)

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of \$100,000 per each accident, \$500,000 disease policy limit, and \$100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Aggregate Policy minimum limit of \$1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a minimum is of \$500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date. Exceptions must be approved in writing by City's representative prior to bid or proposal submission. The City will not accept requests for exceptions after bids have been received.

General Provisions

- 1. SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.
- 2. COVERAGE APPLICATION** – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.
- 3. DEDUCTIBLES AND SELF-INSURED RETENTIONS** – Subject to contractor's right to maintain reasonable deductibles, any deductibles or self-insured retentions must be disclosed to and approved by the City. The City reserves the right to review the insurance obtained by the contractor in comparison to the requirements specified in this section.
- 4. ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.
- 5. COVERAGE CONTINUATION AND CANCELLATION-** In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 845 W. Irving Blvd., Irving, TX 75060.
- 6. SUBROGATION** - Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage or any other loss arising from work performed by the vendor for the City.
- 7. RESPONSIBILITY** - Approval, disapproval or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents
- 8. ACCEPTABILITY** - The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI" or better.
- 9. PAYMENT OF PREMIUMS** - Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.
- 10. INDEMNIFICATION** - The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that

the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

- 1.** To show ability to meet these insurance requirements, bidders should submit insurance affidavit (Attachment D-4) as part of their response to this solicitation.
- 2.** Upon notice of award, awarded contractor must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this solicitation.
- 3.** Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included.
- 4.** If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as Additional Insured, within fifteen days of request. Copy must be signed by the contractor and notarized.
- 5.** Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract.
- 6.** The City reserves the right to request a complete copy of all insurance policies at any time.



AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment D-4 (rev. 12/31/08)

To Be Completed By Insurance Agent/Broker and Proposers

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements contained in RFP#045M-10F. If the Bidder listed below is awarded a contract by the City of Irving for this RFP, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Irving as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of RFP: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

Section 2 - If the above fifteen day requirement is not met, the City of Irving has the right to reject this bid and award the contract to the next lowest bidder meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ **Date:** _____



IRVING

SOLE PROPRIETOR AFFIDAVIT

Attachment D-5 (rev. 12/31/08)

Complete, Sign & Notarize only if Sole Proprietor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, _____, being over twenty-one years of age and qualified in every respect to make this affidavit, do hereby swear as follows:

My name is _____, and I am Sole Proprietor. I am an Independent Contractor pursuant to Section 406.097(c) and Section 406.097(a) of the Texas Workers' Compensation Act and the owner of _____. I do not have any employees. In the event, I have to hire an employee, I will provide to such employee or employees, Workers' Compensation coverage as is required by law. I assume the responsibilities of an independent contractor in the performance of the work that I will perform for the City of Irving, consisting of _____.

Signed By: _____

SIGNED AND SWORN to before me on the _____ day of _____, 20 ____.

Notary Public in and for the State of Texas

My commission expires:

Mail form to: Purchasing, City of Irving; 845 W. Irving Blvd., Irving, TX 75060



INDEMNIFICATION BY CONTRACTOR
Attachment D-6 (rev. 12/31/08)

The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____



CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment D-7 (rev. 12/31/08)

I, _____, an authorized
(name)
representative of _____, do certify that the
(Insurance Agency)
workers' compensation policy, of the insured _____,
(Contractor)
on the "Standard Certificate of Insurance Form for the City of Irving" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ___ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

known to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she executed the same for the purpose of certifying
that the Insured is covered by worker's compensation in accordance with current Texas
state laws.

My commission expires: _____

Notary Public In and For the State of Texas



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP
Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Proposer _____

RFP Number: 045M-10F

Date _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agreed upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 10.00%
--------------------------------------	---	--	---	-------------------------------

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

RFP Number: 045M-10F

 Typed or Printed Name of Certifying Official of Company

 Date

 Signature of Certifying Official of Company

 Title

**NO BONDING
REQUIREMENTS
FOR THIS RFP**

Attachment G-9 (rev. 12/31/08)



INSTRUCTIONS FOR CONTRACT
Attachment H-1

A specialized contract is attached. A contract will be offered to the recommended vendor, similar to the sample contract attached.

This solicitation requires a signed contract prior to award.

**Attachment H-8
CONTRACT FOR DROP-OFF RECYCLING CENTERS**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THIS CONTRACT made and entered into this ____ day of _____, 2009, by and between the CITY OF IRVING, TEXAS ("City") and CONTRACTOR, both acting through their duly authorized agents, officers, and employees:

WITNESSETH:

WHEREAS, from an ecological standpoint, recycling saves valuable resources and landfill space, and the City desires to take the initiative and become involved in a recycling program; and

WHEREAS, Contractor desires to collaborate with the City by providing specific services for recycling a variety of materials through Drop-Off Centers and or Mobile Buy-Back Center(s) managed by them;

WHEREAS, the City recognizes the opportunity exists to establish these services.

NOW THEREFORE, for and in consideration of the terms, covenants, conditions and obligations as set forth herein, the parties hereto agree as follows:

1.0 PARTIES TO THE AGREEMENT

- 1.01 This contract for service is entered into between the City of Irving, Texas, a municipal corporation ("City") and Contractor, a Texas corporation ("Contractor's Name").
- 1.02 By adoption and execution of this contract, Contractor accepts and agrees to provide services as defined in the contract.

2.0 DEFINITIONS

- 2.01 City - City of Irving
- 2.02 Commodity - Material that can be sold in a spot or future market for processing and use or reuse. Each Commodity shall retain its own identity and be kept separate.
- 2.03 Commodity Buyer - A buyer or processor, selected by Contractor, to be the end market, pursuant to the contract Documents, of Recyclable Materials delivered by Contractor.
- 2.04 Contract Documents - The sum contained in this document which is comprised of portions of the Request for Proposals, Instructions to Proponents, Contractor's Proposal and specific service items and conditions negotiated between the city and Contractor, Inc.
- 2.05 Costs - Are made up of operating expenses and may include but are not exclusive of rent, equipment rental, labor, marketing and promotion, administration and overhead,

utilities, transportation of commodities, insurance, legal and accounting and minimum income for Contractor, Inc.

- 2.06 Curb-side Collection - Method of collecting recyclable materials at the curb, often from special containers, to be brought to various processing facilities.
- 2.07 Drop-Off Station - Drop-Off Station or "Citizen Recyclable Drop-Off Station" is a recycling method/service where an individual can deposit or leave materials that are defined as recyclable in containers labeled to receive specific items. Drop-off Centers can be attended or unattended operations and for the purpose of this contract they are to be "attended" and have posted hours of operation. Items deposited at a drop-off station are done so by an individual without any expectation of compensation.
- 2.08 Commingled Recyclables - A mixture of several different recyclable materials in one container.
- 2.09 Fiber - The desired material from the recycling of paper, paper products and cardboard.
- 2.10 Gross Income - Is equal to the selling price for a commodity (commodity being sold to a commodity broker or end market user), minus the buying price (amount paid to an individual selling a commodity to the buy-back center).
- 2.11 Gross Margin - Each commodity handled at the buy-back center(s) will have a price for purchasing from the public and a price for selling to a commodity broker or end market user. The selling and buying price will fluctuate with supply and demand. Gross margins are maintained by matching the changes in a selling price to the changes in buying price.
- 2.12 Keep Irving Beautiful (KIB) - KIB is a program designed to help facilitate waste minimization, recycling, community education and support and is affiliated with the Keep America Beautiful organization.
- 2.13 Material Recovery Facility (MRFs) - MRFs are centralized facilities that receive, separate, process and market recyclable materials. MRFs can be operated in conjunction with drop-off, buy-back and curb side programs.
- 2.14 Mobile Cashless Buy-Back Center - A recyclable material buy back center that is able to be portable and set up business at defined locations on a set operating schedule, and designed to accept items for recycling in exchange for payment. Payment is not immediate. A check is sent to the individual or group at the end of the month for the value of the materials brought to the center.
- 2.15 Net Profit (Loss) - Total revenue less costs. For the purpose of this contract, net profit to the City will be the total monthly subsidy allowed plus monthly revenue generated from the sale of materials less actual expenses. Should the value after total expenses are subtracted be positive, the profit will be split 50/50. Should the value be negative, the Contractor will absorb the loss.
- 2.16 Paper - Product that is made from wood cellulose fibers.
- 2.17 Recyclable Material(s) - Those commodities which are accepted and/or purchased by Contractor pursuant to the Contract Documents. The initial Contract Document shall include the provision for accepting and/or purchasing of source separated recyclable commodities.
- 2.18 Recycling - The process by which materials otherwise destined for disposal are collected, reprocessed or re-manufactured, and reused.

- 2.19 Source Separation - The segregation of specific materials at the point of generation for separate collection. Residences may source separate recyclables as part of a curb-side or drop-off station recycling program.
- 2.20 Subsidy - Is to be calculated by actual operating expenses, costs defined in 2.05, but shall not exceed the capped amount authorized by the City Council.

3.0 SCOPE OF WORK

3.01 General

- a) The work to be performed under this contract shall consist of the services defined in this section and all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with contract documents.
- b) The City may suspend recycling activities in the event of a flood, hurricane or other Act of God, or force Majeure which creates a state of emergency at any or all of the recycling facilities authorized by the agreement.
- c) Should the City develop other programs resulting in commodities which may be recycled, the City shall have the right without obligation to market these commodities through Contractor, Inc.

3.02 Citizen Recyclable Drop-off Centers

a) Contractor to provide:

1. Sharing of profit with the City of Irving.
2. Hold Harmless to city and site owner.
3. All required permits, if any.
4. Disposal of non-recyclables at landfill other than the City of Irving landfill.
5. Market research.
6. Promotion and marketing of the recycling drop-off center program.
7. Long-range planning for recyclable materials.
8. Well-maintained and clean facilities.
9. Facilities that are aesthetically attractive.
10. Customer assistance plan for drop-off center attendants (i.e., attendant trainings).
11. The operation of all collection equipment shall be in a manner that is not hazardous to private property, pedestrians and the operators.
12. Contractor shall certify to the City that all recyclable commodities which have value are in fact sold to certified recycling vendors, brokers, toll end users, or recycling manufacturers and that each of the recyclable commodities that Contractor receives is recycled into usable products.
13. Contractor will guarantee that in no case will the uncontaminated recyclable commodities collected under this contract be landfilled. If the City discovers that Contractor is landfilling uncontaminated/valuable recyclable commodities collected under this contract, Contractor would be considered in default of the contract and said contract could be terminated by the City of Irving.
14. The 77th Texas Legislature amended the Texas Health and Safety Code by adding Section 361.119, which directs the Texas Commission on Environmental Quality (TCEQ) to implement rules to "ensure that a solid waste processing facility is not allowed to operate unregulated as a recycling

facility.” Bidder shall be in compliance with recycling rules in Section 328.3-328.5 of the Texas Health and Safety Code. Violation of these rules could result in immediate termination of contract with the provider for the City of Irving’s In-House Recycling services. An inspection of Contractor’s processing facility will be made by the City of Irving Solid Waste Services Department prior to award by the City Council. The City also reserves the right to inspect Contractor’s processing facility after award of contract. The City agrees to notify the bidder at least twenty-four (24) hours prior to such inspection.

15. Contractor will be responsible for any damage incurred while on any city owned or privately owned property by the Contractor’s equipment during the collection process.
16. If performance of service is unfulfilled by Contractor (e.g., inclement weather, employee illness, or equipment problems), Contractor must notify City staff the morning of collection day, so that City staff may inform other city facilitators. It will be at that time, that the city and Contractor will determine best method to remediate the situation.
17. Contractor shall provide a complete and professional job for the collection and processing of collected recyclables as identified by Solid Waste Services Department. The omission, within a bid submittal, of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve Contractor of responsibility for furnishing such equipment, materials or labor.
18. Contractor will be required to inform the City of any contamination issues immediately upon receiving the contaminated load so that the City may correct the problem.
19. All equipment located at each of the recycling drop-off centers shall be in good repair. This includes all trailers, dumpsters, roll-offs, stairs, ladders, and signage.
20. Contractor will have employees clearly identified in a uniform and said uniform will clearly indicate that they are an employee of Contractor.

b) Contractor, Inc. will provide the City with three (3) Citizen Recyclable Drop-off Centers, that in effect are also Mobile Cashless Buy-back Centers. This can be accomplished by continuing to operate the existing facilities operated under a contract between Contractor and the City in the manner described in this contract. Contractor may operate more than three (3) centers in Irving should funding for more centers be authorized by City Council. Contractor may operate less than three (3) centers in Irving should the City authorize funding at a level to support fewer centers. The operation of fewer centers is allowed on a temporary basis should Contractor lose the right to operate a center at a location in Irving.

c) In the siting, implementation and setup of each drop-off station, Contractor shall be required to enter into a site agreement and this site agreement shall include specific provisions protecting the City’s interest in the operation of the Drop-off Centers, and at minimum this site agreement shall include but is not limited to:

1. Holding site owner and City harmless for right to provide service.
2. Contractor, Inc. shall peaceably and immediately give up and surrender to Site Owner the premises and every part thereof at the termination of the contract with the City.
3. Termination between the site owner and Contractor, Inc. should not preclude future use of the site by the City for the same or similar uses.

- d) A copy of an unexecuted site agreement for review by the City Attorney's Office is attached as Exhibit A to this agreement. Copies of the executed site agreements will be provided to and kept on file by the City.
- e) The actual operation of each proposed drop-off station may vary based on market conditions and traffic patterns of the adjoining neighborhoods. The minimum conditions for operation are:
 1. Properly staffed with employee or employees.
 - i. each employee must be clearly identifiable by the issuance of a company logoed uniform or item of clothing which is easily visible by the users of each drop-off center.
 - ii. upon hiring, each employee must undergo training conducted by Contractor, related to the operation of the drop-off recycling centers. Each employees' job duties must be clearly defined and understood. A refresher training should be conducted every six months of that employee's term of employment. A notice of scheduled trainings shall be sent to the city of Irving's Solid Waste Services Director.
 2. Hours of operation to be clearly posted. If the attendant needs to leave the drop-off recycling center site, (i.e., lunch, break, close) a notice must be clearly posted indicating time of return.
 3. Minimum of forty (40) hours per week.
 4. Open no less than six (6) hours on any day defined as operational
 5. Open a minimum of five (5) days a week.
 - i. in the event a drop-off recycling center(s) is closed during normal operational hours, other than inclement weather conditions, Contractor shall immediately contact the city and notify the representative of the closure and the reason why. Contractor shall immediately seek the means to remediate the situation as to place the closed center(s) back in normal operation as soon as possible to avoid abrupt interruption of recycling services and an inconvenience to Irving residents and businesses. Excessive closures during normal operational periods of time, excluding inclement weather conditions, may be construed as a default under the contract.
 - ii. the city recognizes that closure may occur during inclement weather conditions such as snow, ice and sleet. In the event of inclement weather, Contractor shall immediately contact the city regarding operation of the centers which are affected.
 6. Exception to posted operating hours shall be effected only upon mutual agreement of the City and Contractor and the criteria for making operational changes shall be based on the Contractor determining the most reasonable and convenient operating hours based upon actual infield experience.
 7. Operational goals/targets such as volumes received, revenues generated will need to be established in order to properly monitor the success of each drop-off station.
 8. The appearance of each drop-off station shall be maintained and be consistent with city standards and the city has the right to require that site be cleaned at anytime to assure compliance. Failure to comply with such

requests within seventy-two (72) hours or two more requests within a thirty (30) day period may be construed as a default under the contract.

- f) The minimum list of recyclable materials to be received at each drop off station is as follows:
 - 1. newspaper (newspaper may be received in cardboard and brown paper bags)
 - 2. computer paper
 - 3. white ledger paper
 - 4. plastics - high density polyethylene bottles (HDPE) SPI Code 2 and polyethylene terephthalate bottles (PETE) SPI Code 1
 - 5. aluminum and steel cans
 - 6. container glass - clear, green and brown
 - 7. non-ferrous scrap metals
 - 8. catalogs and magazines

- g) Materials collected will be source separated to assure each commodity's volume is the greatest at time of sale to either a commodity broker or end market recycler

- h) Changes in materials to be recycled will be accepted in the event that the market price for any one or all of the recyclable commodities designated to be accepted and source separated decline to the point that such materials can no longer be economically sold or processed, based upon end market verification, Contractor will remove that item from the list of items being accepted for recycling upon receipt of written acknowledgment of requested action.

- i) Contractor, Inc. shall provide adequate equipment including trailers, bins and sorting containers to be used in the operation of the drop-off center program.

- j) Contractor may choose to expand the operation by collecting additional commodities, but may do so only with written consent of the authorized contract administrator at City and establishing a set margin to be paid for each commodity to be collected.

- k) Additional drop-off Centers may be added based on the following criteria:
 - 1. The success of the program warrants expansion.
 - 2. Sufficient funds are available and the maximum subsidy allowed for the operation of the three (3) primary drop-off Centers will not be exceeded.
 - 3. May do so only with written consent of the authorized contract administrator of the City and confirmation of the City Council.

- l) The moving of operations at a drop-off station to another location may occur based on the following conditions:
 - 1. lack of performance of the drop-off station;
 - 2. lack of performance will be determined by monitoring collection goals set for each station;
 - 3. and agreed to in writing by the authorized contract administrator of the City.
 - 4. site management requests removal.

- m) Contractor agrees to work closely with the City on developing a marketing plan in order to share costs when feasible, such as in the development and printing of advertisements, and to assure the city is given promotional credit and that the City's logo is properly used.
- n) It is the intent under this contract for Contractor, Inc. to collect certain source separated commodities to be recycled by a Commodity Broker or end market recycler, whoever can provide the greatest margin of revenue.
- o) Contractor, Inc. will not be required to accept commingled commodities or those commodities which are mixed with garage, trash and rubbish normally collected by sanitation crews. Contractor, Inc. shall retain the right to refuse to accept any material which, at its sole discretion, is not acceptable for resale or reuse purposes or may have been obtained by the deliverer in an unlawful or unethical method.
- p) Contractor, Inc. shall be responsible for, at its own costs, the acquisition and implementation of, and the continuing maintenance and repair of all Citizen Recyclable Drop-Off Centers and support facilities. Any addition or changes to the physical property, of any or all of the sites, must be approved in advance by the authorized contract administrator at the City and be agreed to by the site owner.

3.03 Mobile Cashless Buy-Back Center

- a) Contractor, Inc. shall have the right to operate all of the Citizen Recyclable Drop-off Centers defined in 3.02 as a Mobile Cashless Buy-back Centers. All Citizen Recyclable Drop-Off Centers may operate as "Cashless Buyback Centers". Contractor shall provide the opportunity for citizens to drop off specified/acceptable recyclable commodities, and be paid for them via a voucher system. Prices to be paid to individuals bringing recyclable commodities into the buy-back center for remuneration shall be clearly posted for that commodity and the price to be paid for that commodity shall be based on the clearly posted commodity indexes acceptable to the City of Irving. Their operation shall not exceed the maximum subsidy cap shown in Exhibit B.
- b) Each commodity serving as a part of this program will be weighed for minimum requirements. The citizen shall be issued a voucher describing item recycled through the "Cashless Buyback Program and weight of said item. The citizen shall receive a monthly check in the amount of their accumulated value of recyclables received through the "Cashless Buyback" system. Organizations wishing to receive funds in this manner will be required to register with Contractor prior to use of the "Cashless Buyback Center".
- c) Prices to be paid to individuals bringing recyclables commodities into the mobile buy-back center or remuneration should be clearly posted for that commodity and the price to be paid for that commodity should be based on changes in the mid-range for the Southwest area.
- d) Contractor will provide to the City a list of the indexes it intends to use for pricing.

3.04 Contractor, Inc. shall provide management services to help the City in the establishment and ongoing partnership of this service to include but not limited to:

- a) Market research for material disposal with the emphasis on reliability and return.

- b) Marketing of drop-off Centers, a mobile buy-back center and buy-back center in order to reach different market groups such as multi-family and businesses.
- c) Support the City's Keep Irving Beautiful (KIB) Program.

3.05 City to Provide:

- a) Assistance with site negotiations if required.
- b) Assistance with promotion of the program.

4.0 OPERATION

- 4.01 Complaints - All complaints made directly to Contractor shall be given prompt and courteous attention.
- 4.02 Equipment - Contractor shall provide adequate material handling and processing equipment (both for recycling materials and refuse) to effectively service each drop-off recycling center and recycling customers. All equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.
- 4.03 Office - Contractor shall maintain an office and properly post its phone number through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 4:30 P.M. on regular days of operation.
- 4.04 Hauling - All commodities and/or refuse hauled by Contractor or its agents shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.
- 4.05 Delivery - All recyclable materials accepted and/or purchased by Contractor shall be hauled to a Commodity Broker or end market recycler selected by Contractor. The charge or charges for delivery to the buyer shall be considered in determining the net revenue received from the recyclable material being sold.
- 4.06 Public Information - Contractor shall provide citizens with instructional brochures on how to use the its recycling operations. The brochure(s) shall include but is not be limited to information regarding materials accepted/purchased, material preparation requirements, days/hours of operation, telephone number, complaint procedures, etc.
- 4.07 Authorized Point of Contact - All dealings, contacts, etc., between the city and Contractor shall be directed to Contractor: Contractor' Title (title of position or office) and to the City: Director of Solid Waste Services (title of position).
- 4.08 Official Address of Operations:
 - (a) Contractor's Title
Contractor
Street Address
City, State Zip
 - (b) Director of Solid Waste Services
City of Irving
825 West Irving Blvd.
Irving, Texas 75060

5.0 SITE AGREEMENT CONDITIONS

Site agreement will be between the Contractor and Site Owner but site selection and agreement must be approved by the City. The site agreement shall not contain any language or clauses that would establish exclusive use for the Contractor and thereby limit the City's future interest in the site. Conditions of site agreement will include language where: 1) Site Owner allows use of property for benefit of a recycling drop-off center by any Contractor that the City approves; 2) the Contractor holds site owner and City harmless for right to provide service; and 3) Contractor shall peaceably and immediately give up and surrender to the Site Owner the premises and every part thereof at the termination of the contract with the City.

The moving of operations at a drop-off station to another location may occur based on the following conditions:

- d) Request by property owner.
- e) Request by city council.
- f) Lack of performance of the drop-off station.

Contractor shall have well-maintained and clean recycling drop-off center facilities. This shall include, but not be limited to the site being cleaned of all trash, blowing debris, broken glass, and materials which may have collected along fence-lines, curbs and gutters in the immediate area surrounding the centers. Contractor shall inform the City Representative of large/bulky material items immediately upon knowledge of said materials, such as furniture, white goods and electronic equipment.

Contractor shall also monitor all containers, such as but not limited to dumpsters, glass containers and storage trailer(s) for overflowing conditions. Containers must be emptied to the best of Contractor's ability to prevent overflowing conditions, and creating a hazardous and unsightly situation.

Contractor shall keep all equipment on site in good working condition. This includes, but is not limited to all trailers, dumpsters, roll-offs, stairs/ladders, weigh scales and signage. If Contractor does not keep equipment on site in good working condition upon inspection by the City Representative, he/she will be notified initially by a telephone call to correct the situation. If Contractor does not remediate the situation within a week of the telephone call, a written request will be sent by the City Representative giving Contractor two additional weeks for correction. If the situation is not remediated or a solution to the situation has not mutually been agreed upon by both the City and Contractor, then Contractor will be considered in default, and the City shall assess Contractor liquidated damages in the amount of \$100.00 per day until the condition improves and is satisfactory to the City of Irving.

6.0 ADDITIONS AND CHANGES TO FACILITIES

Contractor shall be responsible for, at its own costs, any new additions to and the continuing maintenance and repair of all additions to said Citizen Recyclable Drop-Off Centers and support facilities. Any additions or changes to the physical properties must be approved in advance by the City and be agreed to by the site owner.

7.0 MARKETING AND PROMOTION

The City considers marketing and promotion an essential element of this program. Therefore, Contractor will need to be able to demonstrate and provide the marketing and promotion skills necessary to adequately inform the citizens of the Recyclable Drop-off Program. This may include, but is not limited to, advertisements, brochures, flyers, posters, press releases, PSAs,

special advertising products (gimmies), community presentation and events, etc. The City, as contractor of this service, will require prior review of promotional material. Also, use of the City's logo, in conjunction with the Contractor's will be required.

8.0 RECORDS AND AUDITS

Contractor shall keep full, complete and proper books, record and accounts or the gross receipts both for cash and on credit of each separate recyclable item as well as the volume collected. Said books, records and accounts, including any sales tax reports that management may be required to furnish (on payment of each recyclable item and subsidiary activity) to any government or governmental agency, shall at all reasonable times be open to the inspection of the City, City's auditor or other authorized representatives or agents. The audit trail will be based upon but not limited to the following key elements;

- a) Total commodity weight of each item being accepted for recycling.
- b) Agreed upon set margin of each commodity to be paid to Contractor with the balance to be paid to the City.
- c) City is to have access to receipt of recyclable commodities sold either to a commodities broker or end market recycler.
- d) City shall have the right to perform an annual audit of above books, records and accounts at City expense.

9.0 INSURANCE

9.01 Insurance

Contractor, at his own expense, shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, which may be encountered in the performance of this contract in the amounts as shown below in sub-paragraph (A). Contractor shall provide the following:

- a) Insurance and Amount: Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	Statutory Limit as set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident
	\$1,000,000 Aggregate
	\$1,000,000 Products & Completed Operations Aggregate

- b) Additional Insured: The City of Irving shall be an additional insured on the Commercial General Liability (Public) Insurance Policy furnished by Contractor.
- c) Written Notification: Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Irving, Purchasing Division, 845 W. Irving Blvd., Irving, Texas, 75060.

- d) Premiums and Assessments: Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of Contractor.
- e) Certificate of Insurance: Proof that the insurance is in force shall be furnished to the City on City of Irving Standard Certificate of Insurance Forms enclosed in this packet; or at the option of the City, proof of insurance may be accepted on the ACORD form with the following specific endorsements indicated on the ACORD certificate:
 - CG 20 26-11/85 (Additional Insured – Designated Person or Organization) to designate City of Irving; and
 - CG 02 05-01/96 (Amendment of Cancellation) to state 30 days cancellation notice.
- f). Primary Coverage: The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City of Irving, Texas, for its benefit, including self insurance.
- g) In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Irving, Contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.
- h) Contractor shall not commence work on any Contract in the City of Irving until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

9.02 Workers' Compensation Insurance

The City desires that the successful bidder have workers' compensation and employer's liability insurance of statutory limits, but will consider alternative bids which will indemnify the City of Irving from the liability for illness or injury to the bidders' employees, if no other bidders who otherwise meet specifications have the required worker's compensation and employer's liability insurance. If alternate insurance is provided, the alternative insurance carrier must have an A.M. Best rating of a minimum of (A) up to (A++), financial size a minimum of (XV) or a Financial Performance Rating of (6) or higher. For an explanation of A.M. Best ratings, see <http://www.ambest.com/ratings/guide.html>.

10.0 PAYMENT AND REVENUE

- a) The City will guarantee to Contractor a minimum income from the operation of the Citizen Recyclable Drop-Off/Cashless Buyback Centers as authorized by the City Council as follows:
 - 1. The maximum subsidy or capped monthly.
 - 2. Billable amount the City agrees to pay will be based on a specified operating profile and assumes that no revenue is generated from the sale of commodities received for recycling.
 - 3. The maximum subsidy will not exceed \$X,XXX monthly.
 - 4. Revenue or profit, if any will be shared 50/50 should the value after total expenses are subtracted be positive.

5. If total expenses and revenues, from the sale of materials collected, combined be less than the total expenses for the month, Contractor will absorb the loss.
- b) Payment will be monthly.
 - c) Contractor, Inc. shall bill the City for service rendered within ten (10) days following the end of the month. Such billing and payment shall be based on Contractor, Inc.'s service fees and the City's net revenue interests set forth in the contract documents.
 - d) Contractor, Inc. shall be responsible for the cost inherent in documenting and reporting all Recyclable materials accepted, purchased, solid, and disposed and shall report such results to the City on a monthly basis.
 - e) Contractor's billing statement should reflect some or all of the following depending on actual agreed mix of services:
 1. Personnel costs for month for attended centers
 2. Hauling costs for unmanned centers.
 3. Disposal charges for waste collected as part of process.
 4. Administrative – overhead charges, if any.
 5. Equipment rental, if any.
 6. Marketing charges, if any.
 7. Materials processing
 8. Recycle grades
 9. Tons received and percentage of composition
 10. Tons received for each commodity.
 11. Market value per ton.
 12. Subtotal of revenue or (cost) per ton.
 13. Percentage of revenue to be shared with City only if positive.
 14. Net revenue or (cost) per ton.
 15. Net revenue or (cost) for month.
 16. Invoice is to include a reflection of the operational breakdown of each center.
 - f) Revenue is to be shared with the City in the agreed to percentage, paid by Check monthly, and submitted at the time Contractor submits the invoice. The prices for commodities will fluctuate regularly based on market changes for each commodity. Changes will be provided in writing to the City of Irving contract administrator. Established gross margins which are affected by price fluctuations may also have to change with market conditions. Changes in gross margin will be made only with written prior approval from the City of Irving contract administrator.
 - h) In the event that any Commodity accepted under this contract shall not be marketable and must be disposed of at a disposal site, the disposal cost shall be considered an additional operating expense subject to subsidy maximums. Should such cost cause subsidy maximum to be exceeded, Contractor, Inc. may petition for reimbursement. Such petition, accompanied by supporting weight data, must be approved before disposal expenses are incurred. The city may agree to the elimination of that commodity from the Recyclable Materials program and this contract. Contractor, Inc. does not guarantee the existence of a market or any Commodity Buyer at any time for Recyclable Material.
 - i) After contract initiation, if Contractor should fail to have in operation less than three (3) citizen recyclable drop-off Centers/mobile cashless buy-back centers the Exhibit B subsidy shall be reduced in proportion to the number of citizen recyclable drop-off Centers/mobile cashless buy-back centers that are less than three (3) in number for so long as these Centers/centers are not in operation.

11.0 COMMODITY ACCOUNTABILITY

The City desires the proposer to develop a system to track each separate recyclable item and the volume collected for each location indicating the anticipated and actual market revenue.

The City expects this information to be included monthly with the billing invoice. In addition the City will require Contractor to provide this information in semi-annual spreadsheet (hard copy) and disk media using Excel software showing the performance of each site and commodity on a monthly, year-to-date, annualized, and life-to-date basis.

12.0 REPORTING REQUIREMENTS

a) Contractor shall provide the City with monthly billing statements and activity reports on the collection processing and marketing of all recyclable commodities.

1. Each billing statement shall be itemized by location and include facility/service address, type of commodity, date of service, volume collected, and volume and/or percentage of materials discarded and landfilled as a result of processing material for market. The statement shall include a total monthly fee assessment, including revenues.
2. Each activity report shall be submitted monthly and itemized by location, commodities collected, and volumes collected. Each activity report shall include total volumes collected per month by commodity.

b) The City reserves the right to review the records kept on the recyclable commodities collected from the City under terms of this contract.

c) The City agrees to notify Contractor at least twenty-four (24) hours prior to such inspection.

13.0 HOLIDAYS

The City of Irving recognizes the following holidays. Contractor, for consistency, shall participate with the City in recognizing these holidays and closing each Recyclable Drop-Off Station on these dates:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may request that other holidays may be added to the operational schedule and must be approved by the City of Irving contract administrator.

14.0 COMPLIANCE WITH LAWS

Contractor, Inc. shall conduct operations under this Contract in compliance with all applicable laws.

15.0 EFFECTIVE DATE

This Contract shall be effective upon execution by the Mayor.

16.0 TERM

The initial term of this Contract shall begin on the date written above and shall end one (1) year from said date. This Agreement may be renewed annually, up to a maximum of five (5) renewals, by written agreement of the parties and annual funding authorization by the Irving City Council. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Irving City Council and shall be automatically terminated by a failure to appropriate sufficient money to fund it.

- a) If Contractor is not providing “reasonable service” and said determination shall be in City’s sole discretion, City shall give written notice detailing the service deficiency and Contractor, Inc. shall have fifteen (15) days to remedy the deficiency. It is agreed that “reasonable service” shall include:

clean, healthful, nuisance and hazard free sites;
prompt and courteous service to customers;
timely filing of correct and accurate reports;
timely response to queries and complaints;
fair and accurate measurement of commodities;
timely disposal and marketing of commodities;
maintenance of accurate records;
service within the maximum subsidy limits;
compliance with all applicable City, State, and Federal Regulations

Should Contractor, Inc. fail or refuse to remedy the deficiency, City may terminate the agreement; however, Contractor, Inc. may continue to operate, at their expense, the drop-off Centers/material, cashless buy-back centers from those sites previously authorized by City and keep all revenue from said operation.

- b) Should a court declare this contract void for any reason, City shall have no further obligation to Contractor. Further, City shall have no obligation to purchase or reimburse Contractor for any services, minor equipment, equipment or supplies Contractor, Inc. may have purchased in connection with this contract.

17.0 INDEMNIFICATION

Contractor, Inc. agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought suffered by any person or persons that may arise out of or be occasioned by Contractor, Inc.'s breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, Inc., its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Contractor, Inc. and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waving any governmental immunity available to the City under Texas law and without waiving and defenses of the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

18.0 INDEPENDENT CONTRACTOR

Contractor, Inc. and their employees will operate as an independent contractor and are not considered to be employees of the City.

19.0 SUBCONTRACTING

Contractor, Inc. shall not sublease or subcontract any portion of the operation without written approval of the City. In the event of subleasing and subcontracting, Contractor, Inc. shall be responsible for the performance of sublessee and subcontractors.

20.0 UTILITIES

Utility expenses, if any, required to operate the drop-off Centers/mobile buy-back centers will be paid by Contractor, Inc.

21.0 RESTRICTION AND CONDITIONS

Contractor, Inc. will be responsible to, adhere to, and obey, any restrictions and conditions that are imposed upon the site by any authorized governmental agency or by virtue of any existing easement.

22.0 OWNERSHIP OF MANAGEMENT FIRM

Should the ownership of Contractor, Inc. change by more than 50%, the City shall have the right to review such transfer and/or acquisition of controlling interest and request and receive from the new ownership the same information relevant to a request for proposal for the purpose of determining financial capability and operational ability of new owner. Should the new ownership be unsatisfactory to the City, the City shall retain the right to terminate this agreement once transfer of ownership has occurred.

23.0 TERMINATION

- (a) Should it be determined Contractor, Inc. is in breach of this contract and City terminates this contract City may continue the operation.
- (b) Should it be determined City is in breach of this contract and Contractor, Inc. terminates this contract, at the option of Contractor, Inc. City shall pay the balance of what it owes for service, in accord with Exhibit B. Contractor, Inc. may continue the operation at all locations.
- (c) All payments and receipts shall be prorated up to the date of termination. City reserves the right to audit Contractor, Inc. upon termination of this contract.

24.0 NOTICE

All notices or demands required or permitted hereunder shall be in writing and shall be deemed to be delivered, upon receipt, if hand delivered, or whether actually received or not, three (3) days after the deposit of both the original and the copy as provided below, in a regularly maintained receptacle for the United States Mail, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO CONTRACTOR, INC.:

Contractor, Inc.
Street Address
City, State Zip

ATTN: Contractor Contact

25.0 VENUE AND GOVERNING LAW

The venue for any litigation resulting from this contract shall be Dallas County and the law governing this contract shall be that of the State of Texas.

26.0 EXTENT OF CONTRACT

This contract represents the entire and integrated agreement between the City and Contractor, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED this _____ day of _____, 2009

CITY OF IRVING

by:

Herbert A. Gears, Mayor

ATTEST:

Janice Carroll
City Secretary

Approved as to Form:

Charles Anderson
City Attorney

Contractor, Inc.

by: _____
Contractor's Name
Contractor's Title

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

_____ (Print Name) _____ (Print Title)

of CONTRACTOR, INC. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CONTRACTOR, INC., a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2009

(seal) _____ Notary Public in and for Dallas County Texas

My Commission Expires:

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Herbert A. Gears, Mayor of the City of Irving, Texas a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D., 2009

(seal)

Notary Public in and for Dallas County Texas

My Commission Expires:

EXHIBIT A

UNEXECUTED SITE AGREEMENT

FOR

DROP-OFF CENTERS/MOBILE BUY-BACK CENTERS

RECYCLING AGREEMENT

THIS AGREEMENT is entered into by and between Contractor, Inc., a Texas corporation hereinafter referred to as "Contractor"), and _____, a _____ (hereinafter referred to as "Customer").

WHEREAS, Contractor is in the business of collecting certain materials capable of being recycled; and,

WHEREAS, Contractor wishes to locate a center in which to collect certain materials from the public; and

WHEREAS, Customer desires to have a Contractor center located in front of its establishment.

NOW THEREFORE, the parties agree as follows:

1. Location of Space: Customer hereby leases to or licenses to Contractor, _____ square feet of the parking space (the "Space") in front of its establishment for use as a recycling drop-off or buy-back center. Customer agrees to provide Contractor and/or its assigns with the written consent and authorization of the land owner of the Space to occupy such Space for use as a recycling drop-off or buy-back center pursuant to the terms of this Agreement.
2. Term of Agreement. This agreement shall be in force for a initial period of five (5) years from the date of execution, except as noted in the termination clause of this Agreement. Thereafter, it shall automatically be renewed unless terminated pursuant to the terms of this Agreement.
3. Rent. Contractor agrees to pay Customer _____ per month as rent for the Space. The rent payment shall be due on the first day of each month during the term of this Agreement. Rent may be donated by mutual agreement to a non-profit organization (an example would be Keep Irving Beautiful, Inc.).
4. Collection of Recyclable Materials. Contractor agrees that it will collect, at its sole discretion, materials from the public which are capable of being recycled. These materials may include but not limited to paper, plastic, aluminum, and glass. Contractor agrees not to use the Space for the storage or disposal of any hazardous or toxic waste or materials or petroleum products.
5. Center Installation and Maintenance. Contractor will be solely responsible for the maintenance and operation of the recycling center. Contractor will be responsible for maintaining the center in a friendly and professional manner at all times and will keep the center and the immediate surrounding area clean and neat, and odor and pest free.
6. Insurance. Contractor will maintain a general liability insurance policy covering the center with the minimum amount of \$1,000,000.00 covering bodily injury and property damage.
7. Exclusivity. Customer agrees that Contractor will be the sole entity with the authority to place recycling bins for any type material on Customer's property. Customer agrees that it will not engage in any other type of recycling promotions without the express written consent of Contractor.
8. Indemnity. Contractor will hold Customer harmless for any damages arising out of the sole negligence of Contractor employees or the recycling enter. Customer agrees that it will hold Contractor harmless for any events occurring out of the negligence of Customer or its employees.

9. Termination. This agreement may be terminated by either party to this Agreement (and/or its assigns), on sixty (60) day written notice after this expiration of the initial five year period of the Agreement. Except as defined in the following sentence. The drop-off or buy-back center will have volume goals set by agreement between Contractor and the City of Irving. If the drop-off or buy-back center does not meet or exceed the goals or the agreement between Contractor and the City of Irving, Contractor may choose to terminate use of the site. Contractor reserves the right to terminate this agreement with thirty (30) days written notice during the term of the contract. This can only be done with just cause based on the goals and with the approval of the City of Irving's Contract Administrator. All other termination must be agreed to in writing between the parties.

10. Performance. In the event that a party to this Agreement shall become dissatisfied due to the nonperformance of the other party to this Agreement, that dissatisfied party shall give thirty (30) days written notice to the nonperforming party, during which time the nonperforming party shall have the opportunity to cure its nonperformance. Thereafter, in the event the nonperforming party fails to cure his nonperformance under the terms of this Agreement, the dissatisfied party shall have the right to terminate this Agreement by the giving of three (3) days written notice thereof to the nonperforming party, notwithstanding the provisions for termination in Section 11 of this Agreement.

11. Notice. All notices or demands required or permitted hereunder shall be in writing and shall be deemed to be delivered, upon receipt, if hand delivered, or whether actually received or not, three (3) days after the deposit of both the original and the copy as provided below, in a registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO CONTRACTOR, INC.:

Contractor, Inc.
 Street Address
 City, State Zip

ATTN: Contractor Contact

IF TO CUSTOMER:

 ATTN:_____

12. Sole Agreement. This Agreement constitutes the sole and only Agreement between Contractor, and Customer respecting said business described in this Agreement and correctly sets forth the obligations of Contractor and customer to each other as of this date. Any agreements or representations respecting said recycling business not expressly set forth herein are null and void.

13. Attorney's Fees. Should any litigation be commenced between the parties to this agreement concerning said recycling business, this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted to recover reasonable attorney's fees and costs necessary to the litigation including any subsequent appeals of the litigation to any appellate court.

14. Assignment. The parties shall have the right to assign their rights and obligations under this Agreement. This agreement shall be binding on and shall insure to, the benefit of the assigns, successors in interest, heirs, executors, and administrators of the Parties hereto.

15. Governing Law. The venue for any litigation resulting from this contract shall be Dallas County and the law governing this contract shall be the State of Texas.

EXECUTED this the _____ day of _____, 2009.

CONTRACTOR, INC.
(a Texas corporation)

CUSTOMER:

By: _____

By: _____

Title: _____

EXHIBIT B

CONTRACTOR - "SUBSIDY SPREADSHEET"

**THREE CITIZEN DROP-OFF CENTERS
OPERATED AS MOBILE CASHLESS BUY-BACK CENTERS**