

Universal City Solid Waste RFP and Contract

Initial Term: August 3, 2026, through July 31, 2031
Extension Term: Two (2) additional Two (2) year terms

Mandatory Pre-Proposal Meeting Friday January 23, 2026
10:00 AM

City Council Chambers, City Hall, 2150 Universal City Blvd 78148

Proposal Due Date Wednesday, February 18, 2026
2:00 PM

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A. GENERAL

The City of Universal City (CITY) is soliciting Proposals from businesses, which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas with demonstrated competence and qualifications and with considerable experience in providing Solid Waste and Recycling Services.

This Request for Proposals (RFP) solicits information that will enable CITY to select one business that shall provide Solid Waste and Recycling Services.

DEFINITIONS

The following definitions shall be used to identify terms throughout this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Proposer to furnish the services specified within this solicitation and obligating CITY to pay for the services as specified.

B. CITY COUNCIL

The elected officials of the City of Universal City, Texas given the authority to exercise such powers and jurisdiction of all CITY business as conferred by the State Constitution and Laws.

C. CONTRACTOR

The successful Proposer of this request. A person or business enterprise providing services to CITY as fulfillment of obligations arising from an agreement pursuant to this request; the successful Proposer of this request.

D. PROCUREMENT OFFICE

Office of the City Clerk.

E. CITY CLERK

The person to whom Proposals are to be delivered, Maribel Garcia, City Clerk.

F. PROPOSAL

A complete, properly signed and submitted response to this solicitation.

G. PROPOSER

The Individual or Contractor responding to this solicitation that considers themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to CITY.

H. REQUEST FOR PROPOSALS (RFP)

This solicitation document issued by CITY contains terms, conditions, and scope of work for the services to be procured.

I. CITY OF UNIVERSAL CITY (CITY)

A home-rule municipal government.

B. NOTICE TO PROPOSERS

Sealed Proposals are due on or before **2:00 p.m. on February 18, 2026**. Solicitations are posted and available to download from: WWW.UCTX.Gov/SolidWasteRFP

Information related to this Solicitation will only be provided through Michael Cassata at DSDirector@UCTX.gov or 210-619-0720. Information about this Solicitation received through any other means may be inaccurate and result in a Proposer's submittal being incomplete which could ultimately render the Proposer's Proposal non-compliant. CITY accepts no responsibility for information obtained through any other source.

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

DELIVERY OF PROPOSALS

Proposal submissions will be accepted by hard copy submission on or before the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Proposer must ensure that the Proposal is actually delivered. The time hard copy Proposals are received shall be determined by the time clock stamp in the Procurement office. Proposals received after the specified time of the opening will be returned unopened.

Hard copy submittal shall be enclosed in a sealed envelope, **marked with the project title and name, and the address of the Proposer.** The Proposal shall be accompanied by the Proposal Security and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it. Proposer shall submit one (1) copy of the entire proposal, plus one (1) digital copy (on thumb drive).

Hard copy sealed Proposals shall be addressed to and hand-delivered or shipped to:

City of Universal City
Attn: Maribel Garcia
City Clerk
2150 Universal City Blvd
Universal City, TX 78148

PUBLIC ACKNOWLEDGEMENT

CITY shall receive, publicly open, and acknowledge all Proposals received at 2:00 PM on February 18, 2026 at City Hall, Universal City TX 78148. Information contained in the Proposals will not be disclosed until after the award of the Contract.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for 10:00 a.m. CST, Friday, January 23, 2026, at City Council Chambers, City Hall, Universal City, 2150 Universal City, Texas. All Proposers desiring to be considered for contracting with CITY for this service must attend the pre-proposal conference. Any Proposer failing to attend the pre-proposal conference will be disqualified from consideration.

Proposers are encouraged to prepare and submit their questions in writing in advance of the pre-proposal conference to expedite the proceedings. CITY's responses to questions received by this time may be distributed at the pre-proposal conference and posted as an addendum with this solicitation.

Any oral response given at the pre-proposal conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the CITY. Proposers are encouraged to resubmit questions asked during the meeting in writing to Michael Cassata identified on the title page, after the conclusion of the pre-proposal conference.

All attendees to the pre-proposal conference will be asked to confirm attendance by filling out a "sign-in sheet" for the meeting and may be posted to the CITY's website or otherwise disseminated publicly.

Any questions and answers addressed during the conference meeting will be issued in an addendum and all known interested parties will be notified.

RIGHT TO REJECT

Until the final award by CITY, CITY reserves the right to reject any and/or all proposals, for any reason or for no reason at all, and to waive technicalities, and to proceed otherwise when the best interests of CITY are realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

TEXAS PUBLIC INFORMATION ACT

All Proposals are subject to release as public information unless the documents are marked confidential pursuant to the requirements herein and the Attorney General confirms the ability to withhold pursuant to the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers. Proposer acknowledges that pursuant to the Texas Public Information Act, Proposer may also be responsible for taking steps to secure the confidentiality of certain documents if requested. Ultimately, the final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General.

If a Proposer believes that a Proposal or parts of a Proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

QUESTIONS AND INQUIRIES

Effective immediately upon release of this solicitation and until contract award, all official communications from proposers regarding the requirement of this RFP shall be directed to the CITY's single point of contact designated below. All questions and inquiries about this solicitation shall be submitted in writing to

City of Universal City
Attn: Michael Cassata
DSDirector@UCTX.com

Questions received after the stated deadline, other than those presented at any pre-proposal conference (if applicable), will not be answered. All questions and answers are considered part of this RFP. Interpretations

or clarifications considered necessary by CITY in response to such questions will be issued by Addenda to all Proposers.

Proposers shall not attempt to contact or lobby City Council, members of the RFP evaluation committee, Consultant, City staff, or Management directly during the pre-proposal or post-proposal period unless and until an award has been made, and any resulting contract or agreement has been executed. The CITY intends to respond to all appropriate questions or concerns; however, the CITY reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

FINALIST INTERVIEWS AND/OR PRESENTATIONS

Proposers reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the CITY. The presentation process may allow Proposers to demonstrate their proposal offering, explaining, and/or clarifying any unusual or significant elements related to their Proposals. **The Interview responses by the Proposer will be scored, and this score will be added to the scoring of the judges to determine the overall winner.** At this stage, Proposers shall not be allowed to alter or amend their Proposals. Finalists selected for interviews and/or presentations must be available during regular business hours on or about March 5, 2026, as arranged with the CITY, if interviews are conducted. Following any presentation and/or interviews, proposals will be ranked pursuant to the criteria listed herein and any final modifications to the contract will be made with the top-ranked Proposer. The CITY may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the Proposals.

INFORMATION CONTAINED IN THE RFP

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

PROPOSAL CONTENT AS BASIS FOR CONTRACT

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

SCHEDULE OR OTHER ADDENDUMS TO THE RFP

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Proposers. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Proposers in written addendum form from the CITY.

Addenda will be transmitted by email to all parties attending the mandatory pre-proposal conference. However, it shall be the sole responsibility of the Proposer to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Proposer shall acknowledge receipt of all addenda on the Proposal Cover Sheet and Acknowledgement of Addendum Form.

CONTRACTOR OBLIGATION TO REIMBURSE CITY FOR CONSULTANT

The successful Contractor shall be responsible for reimbursing the CITY for the development of this RFP and contract documents. **The estimated costs to be incurred by CITY are \$41,630, however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed.**

WITHDRAWAL OF PROPOSALS BY PROPOSER

A Proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of Proposals in accordance with the following guidelines.

1. Proposer shall notify the City Clerk in writing of its intention to withdraw from a previously submitted Proposal.
2. If a change in the Proposal is requested, the modification must be worded by the Proposer so as not to reveal the original amount of the Proposal.
3. Proposals withdrawn and modified must be resubmitted to the City Clerk no later than the time and date set for the receipt of Proposals.
4. No Proposal can be withdrawn after the time set for the receipt of Proposals and for a minimum of four (4) months.

WITHDRAWAL BY CITY

CITY makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, and take actions including:

1. Reject any and all Proposals received as a result of this RFP.
2. Waive or decline to waive any informality and any irregularities in any statement of qualifications or responses received.
3. Negotiate changes in the Scope of Work or services to be provided.
4. Withhold the award of contract(s).
5. Select Proposer(s) it deems to be most qualified to fulfill the needs of CITY.
6. Terminate the RFP process.

C. SCHEDULE OF ACTIVITIES

January 15, 2026	RFP Released and Published
January 23, 2026, 10:00 a.m.	Mandatory Pre-proposal Meeting
February 2, 2026 4:00 p.m.	Deadline for questions prior to proposal due date
February 18, 2026 2:00 p.m.	Sealed proposals due
March 5, 2026	Finalist interviews held
March 17, 2026	Council awards Contract to winning proposer
June 22, 2026	Educate Customer Base to Changes Begins
August 3, 2026	New Contract Service Period begins

D. IMPORTANT INFORMATION TO PROPOSERS

- The CITY estimates approximately five thousand eight hundred and thirty-nine (5839) total residential units. This does not include duplex/4 plex or apartments which are deemed commercial accounts by CITY.
- Current Rate to Contractor for service is \$28.07 per home, net to Contractor. (City collects a 10% Franchise Fee and Sales Tax and returns \$28.07 to Contractor from the total residential bill).
- Pink Tag is \$2.14 Flat Fee.
- Additional Cart Collection is \$10.47 per cart. (City collects a 10% Franchise Fee and Sales Tax and returns \$10.47 to Contractor from the total residential bill).

- There are approximately 241 FEL containers serviced from one to six days per week and 49 roll-off hauls per month.
- There are approximately nine (9) CITY Facilities to be serviced at no charge in Appendix A. Note that there are a substantial number of roll-off hauls to be performed at no charge within this list. The proposed scope of work is described in detail in this Request for Proposals.

STANDARD TERMS AND CONDITIONS

A. ADVERTISING AND PUBLICITY

Proposers shall not advertise or otherwise publicize, without CITY's prior written consent, the fact that CITY has entered into an agreement, except to the extent required by applicable law.

B. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status, or political affiliation in consideration for an award.

C. CERTIFICATION

This Solicitation includes a certification page. Proposer must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Proposer.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same, and have not filed bankruptcy.
4. Certify that they are responsible for reimbursing the CITY for the cost of the solid waste consultant.

D. CHANGES IN PERSONNEL

Should there be a change in key personnel included in the Proposal after the due date and time, but before a contract is awarded, Proposers must notify CITY immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Proposer will be required to notify CITY as soon as practicably possible. CITY may terminate the agreement for convenience should the change in key personnel be unacceptable to CITY.

E. RESTRICTIONS ON COMMUNICATION

To ensure the proper and fair evaluation of all Proposals, CITY prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to City staff or its City's Council, from the date of advertisement of this solicitation to the time an award has been made by the Council, the City Manager, or his/her

designee. This prohibition extends to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation or Proposer’s response. Communication occurring during pre-submittal conference, if applicable, is an exception to the restrictions on communication, as are any timely written requests for clarifications or questions regarding this Solicitation if directed to the point of contact listed in this solicitation. Communication between Proposers and CITY will be initiated by Michael Cassata if necessary, in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation, and/or any future solicitation, based on the CITY’s discretion.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed at the point of contact listed in this RFP.

F. DISCLOSURE OF CONTENTS

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Proposer identifies as proprietary, all Proposals will be open for public inspection after the contract award.

G. GIFTS

CITY may, by written notice to the Proposer, disqualify the Proposer without liability if it is determined by CITY that any gift or thing of value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the Proposer or any agent or representative of the Proposer to any officer or employee of CITY with the intent of influence such officer or employee as a reward for any decision, opinion, recommendation, securing the agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the agreement.

H. INDEPENDENT CONTRACTOR

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Proposer’s services shall be those of an independent contractor. The Proposer agrees and understands that the Agreement does not grant any rights or privileges established for employees of CITY. Proposers shall not be within protection or coverage of City’s Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that CITY, from time to time, may have in force.

I. PERSONAL INTEREST

No officer, employee, independent consultant, or elected official of CITY who is involved in the development, evaluation or decision-making process of this RFP shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the CITY belongs to a cooperative association, the CITY may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Proposer shall render the Agreement voidable by the CITY. Nevertheless, the CITY may obtain the services under the Agreement if a conflict-of-interest affidavit is filed, and the Council member recuses his/herself.

J. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

K. PROHIBITED PROPOSERS

1. CITY will not conduct business with Proposers who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Proposer must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Proposer must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Proposer must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Proposer must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Proposer must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.
7. Successful Proposer must be fully authorized to conduct business in the State of Texas, be up to date on all related filings with the Texas Secretary of State and Texas Comptroller, and must maintain that compliance throughout the term of any agreement with CITY.

L. RECEIPT OF PROPOSALS

Proposals must be received by CITY prior to the time and date specified. The time Proposals are received shall be determined by the system time in the City Clerk's Office. Please note that CITY is not responsible for delays at or near the time the response packages are due and that Proposers submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

M. REIMBURSEMENTS

There is no express or implied obligation for the CITY to reimburse Proposers for any expenses incurred in preparing Proposals in response to this request and the CITY will not reimburse Proposers for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

N. REPRESENTATIONS AND RESPONSIBILITIES

By submitting a Proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a Proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CITY, but

has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its Proposal or to the contract.

O. RESERVATIONS

CITY reserves the right to request clarification or additional information specific to any response after all Responses have been received and the RFP due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Proposal, waive any formalities or technical inconsistencies, delete any requirement or specification from the RFP, or terminate the RFP when deemed to be in CITY's best interest.

P. RESPONSES BECOME PROPERTY OF CITY:

Submissions received in response to this RFP become the sole property of CITY.

Q. RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a Proposer shall not deprive City of Universal City the right to accept a Proposal, which in its judgment offers the best value to CITY. In addition, CITY reserves the right to reject any Proposal where circumstances and developments have, in the opinion of CITY, changed the qualifications or responsibility of the Proposer.

R. RIGHT TO ASSURANCES

In the event CITY, in good faith, has reason to question the intent of the Proposer to perform as presented in the Proposal, CITY may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, CITY may reject the Proposal.

S. STANDARD FORM OF AGREEMENT

It is the intent of CITY to award this Contract to the Proposer(s) whose Proposal for completion of the Work provides the best value for CITY after consideration of the relative importance of costs and other evaluation factors described in this RFP. The successful Proposer(s) will be required to enter into the CITY's Standard Form of Agreement. This RFP and the successful Proposers' Response, or any part thereof, may be incorporated into and made a part of the final Contract. CITY reserves the right to negotiate final terms and conditions of the Contract. CITY also retains the right to revise the Agreement to comply with legal or regulatory requirements.

A draft agreement is attached as Exhibit "A." Successful Proposer(s) will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, conditions, and provisions in this Agreement. The Proposer acknowledges that CITY retains the right to revise the agreement in order to comply with legal or regulatory requirements. All required Certificates of Insurance and endorsements will be required before contract award. Any exceptions taken to CITY's Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications. CITY may consider the proposed changes in the evaluation process.

T. GOVERNING LAW AND VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action related to this contract will be Bexar and Guadalupe Counties, Texas.

INVITATION FOR PROPOSAL

City of Universal City Universal City invites sealed Proposals for:

- 1) Residential solid waste collection
- 2) Residential recyclables collection
- 3) Residential bulk and brush collection
- 4) Household Hazardous Waste Collection
- 5) Residential Unusual Accumulation collection
- 6) Commercial dumpster collection
- 7) Permanent roll-off collection (open-top and compactors)
- 8) Temporary/Construction roll-off collection

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

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

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

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

IMMEDIATE DISQUALIFICATION WILL OCCUR IF ANY OF THE FOLLOWING ARE DISCOVERED WITHIN THE PROPOSAL RESPONSE:

1. Any modification or exception taken to the Annual Rate Modification methodology and or annual rate cap. The rate increase method and cap are not a negotiable item.
2. Any exception taken to the implementation of NEW equipment where stated in the RFP
3. Any exception taken to the Liquidated Damages section and fees stated within this section.
4. If the Proposal is not properly and fully completed with one proposal *signed in blue ink*.
5. If the Proposal does not contain a copy of all pages of this RFP signed on all pages where signatures are requested by an authorized contracting agent of the proposed with **each page of the RFP documents initialed and inserted within the Proposal.**
6. If the Proposal is not filed with the CITY by hard copy at the City Hall , 2150 Universal City Blvd. no later than 2:00 PM on February 18, 2026.

REQUIRED FORMAT OF PROPOSAL

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

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

Sealed Envelope or Box with the Proposer’s name and address in the upper left-hand corner and marked as indicated in <u>Delivery of Proposals</u> . The envelope or box must contain one original (marked as such) and one (1) copy of the Proposal plus one digital copy in searchable pdf format on a thumb drive.
1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer
2. Certifications
3. Proposal Bond
4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, Certificate of Authority, and House Bill 89 verification
5. Power of Attorney (if necessary)
6. Proposal Tab 1 Exceptions or Modifications to the Contract
7. Proposal Tab 2 Past Performance and Experience of Contractor in Texas
8. Proposal Tab 3 Financial Qualifications
9. Proposal Tab 4 Facilities (includes Forms 4-A and 4-B)
10. Proposal Tab 5 Experience of Personnel at Local Hauling Operation
11. Proposal Tab 6 Equipment
12. Proposal Tab 7 Operational Plan and Safety Report in Detailed Narrative Format
13. Proposal Tab 8 Transition Plan in Detailed Narrative Format
14. Proposal Tab 9 Rates for Services
15. Proposal Tab 10 Emergency & Disaster Management Plan
16. Proposal Tab 11 Customer Service and GPS
17. Proposal Tab 12 Proposed Alternative Upgrades in Service

PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

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

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in CITY's RFP. By submitting this Proposal, the Proposer grants CITY the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. CITY shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by CITY, the Proposer shall furnish and certify all such supporting data and information that CITY may request to demonstrate the Proposer's qualifications. This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or CITY. In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified unless advance written consent for such withdrawal is granted by CITY.

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

Social Security or Federal Tax Identification Number: _____

Name of Proposer:	Phone:
Address:	Fax
Type or Print Name and Title of Proposer's Representative:	Attest:
Signature of Proposer's Representative:	Date:

Corporate Seal:

CERTIFICATION

The undersigned, as an authorized agent of the Proposer, hereby certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.
- that they are duly qualified, capable, and otherwise bondable business entity not in receivership or contemplating same, and have not filed bankruptcy.
- that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains.
- that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation.
- that this Proposal is based on the RFP documents, appendices, and draft Contract, and it has complied in every respect with all requirements of this RFP
- that the Proposer has read all appendices, and has satisfied itself fully with respect to all matters and conditions with respect to the services to which the Proposal pertains and is qualified to perform the work and services outlined in this proposal.
- that they understand they shall be responsible for reimbursing the CITY to cover the cost of the City of Universal City _____ Solid Waste Consultant.
- that the Proposer understands it is responsible for reimbursing CITY for the development of this RFP and contract documents. **The estimated costs to reimburse the CITY are \$41,630.00; however, the actual amount incurred at the time of award of the contract will constitute the amount to be reimbursed**
- that it has procedures in place to, and will, comply with the document retention and disclosure requirements of Texas Government Code 552.371.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Email: _____

Remit Address: _____

P.O. Box or Street CITY State Zip

Federal Tax ID No.: _____ DUNS No.: _____

Date: _____

PROPOSAL BOND

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above Proposal, and he further agrees to commence work within thirty (30) days after the date of written notice to do so.

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

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Fax _____

Email _____

NON-COLLUSION AFFIDAVIT

STATE OF: TEXAS

COUNTIES OF: BEXAR AND GUADALUPE

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

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Proposer, or potential Proposer.
2. The price(s) and specifications of this Proposal have been arrived at independently and without consultation, communication, or agreement with any employee, elected official, appointed official, or representative of the CITY.
2. Neither the price(s) nor the amount of the Proposal, and neither the approximate price(s) nor the approximate amount of this response has been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this Request for Proposal, to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or another form of complementary Proposal.
4. The Proposal of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. _____ (name of Proposer), its affiliates, subsidiaries, officers, directors, members, partners, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that _____ (Name of Proposer) understands and acknowledges that the above representations are material and important, and will be relied on by CITY in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Universal City _____ of the facts relating to the submission of Proposals for this agreement. I understand and said firm understands that any fraudulent concealment will allow CITY to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Proposal.

Signature _____ Name: _____

Title _____

Sworn to and subscribed before this ____ day of _____, 2026.

(Notary Public) _____

My Commission Expires: _____

DISCLOSURE OF CONFLICT OF INTEREST

Please be advised that in accordance with the State of Texas Local Government Code Chapter 176, the successful business entity awarded a contract by CITY Council of Universal City must submit Form CIQ (Conflict of Interest Questionnaire). The form can be found at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to CITY. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Proposer's offer.

DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by CITY Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency. Signing an agreement with CITY will constitute a request by CITY for the mandatory disclosure form. Failure to provide the form within 10 days of the effective date of any agreement will result in non-compliance with applicable law.

The process as implemented by TEC is as follows:

- The Disclosure of Interested Parties certificate must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
- The copy of Form 1295 submitted to CITY must be notarized and contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.
- CITY, in turn, will electronically acknowledge the disclosure form to the TEC not later than the 30th day after the date CITY receives the disclosure of interested parties from the business entity.

AGREEMENT CANCELLATION

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

D. OVERVIEW

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on August 3, 2026 (the “Commencement Date”) and shall end on July 31, 2031 (the “Expiration Date”), unless otherwise terminated earlier as provided herein.

Extension Term. CITY and Contractor, upon written agreement between both parties, may extend the Initial Term for two (2) additional two (2) year term (the “Extension Term”) upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by CITY to Contractor, and/or by Contractor, on or before July 1, 2030 to be effective.

CERTIFICATE OF AUTHORITY

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

DISCLAIMER

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

DISCOVERY

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

EXCLUSIVE COLLECTION AREA

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

The Municipality finds that granting exclusive authority for municipal waste and recycling services serves a valid public purpose and is necessary to protect public health, safety, and welfare for the following reasons:

Findings

The governing body of the Municipality hereby finds and declares that:

1. The collection, recycling, transportation, and disposal of solid waste generated from residential, commercial, construction, and industrial sources directly affect the public health, safety, and welfare of the community.
2. Granting exclusive authority for municipal waste and recycling services promotes sanitary conditions, reduces illegal dumping, minimizes environmental harm, and ensures proper handling and disposal of waste and recyclable materials.
3. An exclusive waste and recycling system enables uniform compliance with applicable federal, state, and local environmental laws and facilitates effective municipal oversight and enforcement.
4. Exclusive service reduces duplicative collection routes, excessive vehicle traffic, fuel consumption, and roadway deterioration, thereby improving operational efficiency and controlling costs.
5. Designation of a single authorized provider establishes clear accountability for service quality, reliability, customer service, and regulatory compliance.
6. Exclusive service supports long-term planning and investment in equipment, infrastructure, recycling programs, and waste diversion initiatives that benefit the Municipality.
7. Inclusion of residential, commercial, construction, and industrial waste within a unified system ensures orderly development and consistent community standards.
8. The Municipality has the legal authority to regulate solid waste services and to grant exclusive service arrangements when reasonably related to public health, safety, and welfare.
9. The exclusivity established by this ordinance is limited in duration to five (5) years (Contract Terms), plus extensions if granted (Extension Term), and does not create a permanent franchise or vested right.

Exclusive Service Provider.

The Municipality hereby designates a single authorized provider for the collection, transportation, recycling, and disposal of solid waste and recyclable materials within the municipal limits.

Scope of Services.

The exclusive services covered by this ordinance include solid waste and recycling generated from residential, commercial, construction, and industrial sources, as further defined by municipal code, regulation, administrative policy, of Service Definitions herein defined.

Exclusive Rights.

For a period of five (5) years from the effective date of this ordinance (Term Contract), or any extensions that are granted (Extension Contract), no person or entity other than the authorized provider shall collect, transport, recycle, or dispose of solid waste or recyclable materials within the Municipality, except as expressly permitted by this ordinance or required by law.

Prohibited Activities.

It shall be unlawful for any unauthorized person or entity to collect, transport, recycle, or dispose of solid waste or recyclable materials within the Municipality during the exclusivity period.

Exceptions.

This ordinance does not apply to:

1. Property owners or businesses that lawfully self-haul their own waste or recyclable materials in compliance with applicable law;
2. Hazardous waste, medical waste, or other waste streams regulated separately under state or federal law;
3. Emergency or temporary services necessary to protect public health or safety; or
4. Activities required to be performed by another entity pursuant to state or federal law.

Enforcement.

The Municipality may enforce this ordinance through civil fines, penalties, injunctive relief, the City’s Code of Ordinances Section 1-1-6. - General penalty; continuing violations, or other remedies authorized by law.

CONTRACTOR RESPONSIBILITIES

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

- (1) Real-Time GPS Tracking Capability of collection vehicles
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- (3) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday, 7 a.m. to 2 p.m. Saturday except for Holidays. Hours of operation for Customer Service are Monday through Friday, 8 a.m. to 5 p.m.
- (4) Contact Person as primary contact responsible for City of Universal City Account
- (5) With respect to residential services, capable and willing to provide:
 - a. 96-gallon Poly Cart for once-a-week garbage collection
 - b. 96-gallon Poly Cart for twice-a-week garbage collection
 - c. 96-gallon Poly Cart for recycling items once a week collection
 - d. 96-gallon Poly Cart for recycling items every other week collection
 - e. Bulky/Brush collection weekly 4-yard limit
 - e. On Call Household Hazardous Waste collection monthly
- (6) Vehicles used for collection with CITY at the time of commencement of the contract are not older than FOUR (4) years.
- (7) Contractor must demonstrate that collected Recyclables are processed for reselling for use in marketable products.

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

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all government permits and licenses and required regulatory approvals, including those required by CITY ordinances;
- (e) Complying with applicable laws and regulations;
- (f) Performing all work in a timely, thorough, and professional manner;
- (g) Disposing of all collected MSW at a permitted MSW Landfill;
- (h) Processing and marketing Recyclable Materials collected by Contractor from the Residences;
- (i). All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (j) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

BACKGROUND INFORMATION

CITY's current Contractor provides the following services:

1) Residential solid waste collection

Current contractor provides Curbside collection and disposal of waste from Residential Customers two (2) times per week in 96-gallon carts. All materials must be placed within the cart with any additional materials placed in an acceptable plastic bag that is properly tagged with a Pink Tag.

2) Residential collection of recyclables

Current contractor provides Curbside collection disposal of waste from Residential Customers one time per week in 96-gallon carts.

3) Residential brush and bulk pickup

Bulk/Brush is collected quarterly with a 6-yard limit. These items must be securely tied together forming an easily handled package not exceeding four (4') feet in length or width and must not exceed fifty (50) pounds in weight.

4) Commercial dumpster collection

5) Permanent roll-off collection (open-top and compactors)

6) Temporary roll-off collection

7) Collection from Municipal Facilities and Special Events as described and with the frequency set forth in Exhibit "A,"

8) **Household Hazardous Waste**, through the At Your Door program AND during Fall/Spring Cleanup at the Public Works facility.

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

SERVICE DEFINITIONS

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

"Bag" means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Such bags would be used with a Pink Tag for an extra fee.

"Brush" means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed forty (40) pounds in total weight.

The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Bulky Waste" means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

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

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

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

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

“**Commercial Unit**” means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the CITY.

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

“**Commercial Tree Service Provider**” means a person or business entity that provides for compensation tree limb cutting and removal, or complete tree and stump removal services.

“**Compactor Unit**” means a mechanical unit that receives, compacts, and reduces the volume of MSW, Refuse, or Garbage, whether stationary or mobile. For those businesses that utilize Compactor Units, the Contract will provide for the collection and transport of the Compactor Unit’s Container (if self-contained) or the Detachable Container. The purchase, lease, installation, maintenance and repair of the Compactor Unit or any related parts or accessories, as well as the Detachable Container are between the Contractor and the property owner/manager.

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

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

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

“**Curbside**” ” means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by CITY; and (ii) in the

case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by CITY; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit's adjacent roadway as approved by the Contract Administrator.

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

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

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

“Disaster Event” means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the CITY Manager to have caused widespread damage and destruction to personal property.

“Disaster Debris” means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by anyone affected by a Disaster Event.

“Emergency and Disaster Management Plan” means The Contractor's operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by CITY to be a Disaster Event or an Emergency Event, and when Contractor is selected to provide such additional services as those with rates in Tab 9 of the RFP.

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

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

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

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

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

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

“Holiday” means New Years Day, Independence Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or “HHW” means items that have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

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

“Industrial Waste” means solid waste that originates directly from and is inherently associated with industrial, manufacturing, mining, agricultural, or similar industrial processes, and which has been properly classified as industrial solid waste in accordance with applicable regulations of the Texas Commission on Environmental Quality (“TCEQ”), including Title 30 of the Texas Administrative Code (TAC), Chapters 330 and 335. Industrial Waste includes only those materials that, due to their method of generation, physical or chemical characteristics, or regulatory classification, require special characterization, approval, handling, transportation, or disposal beyond standard municipal solid waste practices. Industrial Waste expressly does NOT include materials generated from routine commercial, institutional, or retail operations, including but not limited to:

- Wooden pallets, skids, or crates
- Cardboard, paper, or packaging materials
- Plastic, shrink wrap, or containers
- Food waste or organic material
- Office, janitorial, or breakroom waste
- Non-hazardous maintenance or incidental debris

Such materials shall be deemed Municipal Solid Waste (“MSW”) and shall remain subject to the City’s exclusive collection requirements and applicable franchise fees. The fact that waste is generated by a customer engaged in an “industrial” or “manufacturing” business does not, by itself, render the waste Industrial Waste. No material shall be deemed Industrial Waste for purposes of exclusion under this Agreement unless and until the generator/customer provides written documentation demonstrating proper waste classification, including a valid waste profile approved by a permitted disposal facility, in accordance with applicable TCEQ regulations and landfill permit requirements. The absence of a valid waste profile shall establish that the material is MSW for purposes of this Agreement. Hazardous industrial waste and any other waste requiring manifesting under federal or state law shall be managed, transported, and disposed of in full compliance with all applicable regulatory requirements. Non-hazardous industrial waste that does not require manifesting shall nevertheless require a waste profile and documented landfill approval prior to being treated as Industrial Waste under this Agreement.

The burden of proof for establishing that material qualifies as Industrial Waste rests solely with the generator/customer. The generator/customer shall not misclassify waste as Industrial Waste for the purpose of avoiding exclusive service provisions, franchise fees, or other contractual obligations.

The City and/or Contractor reserves the right to request and review classification documentation, audit waste streams and service locations, and reclassify improperly designated materials as MSW. If waste is determined to have been improperly classified, the generator/customer shall be responsible for retroactive franchise fees, applicable service charges, and any costs incurred by the City or Contractor associated with enforcement and recovery.

All waste generated, classified, transported, and disposed of under this Agreement shall comply with all applicable federal, state, and local laws, including all TCEQ rules and landfill permit requirements.

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

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

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

“Non-Recyclables”: Any materials in the Recyclable Materials that are not Recyclable Materials.

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

“Overage”: As to Residential Units, any Waste, Recyclables, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Contract that the Customer has not requested Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. Contractor shall have the right to take a digital photo of the Overage.

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

“Permit” means a permit issued by the State of Texas to operate a municipal solid waste landfill or

processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

“Pink Tag” A tag or adhesive sticker developed and produced by the Contractor and approved by the City, and which will be sold by the City, which will indicate to the Contractor that the bag on which the Pink Tag has been affixed is intended for collection and disposal.

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

“Processing” means recycling of Single Stream Materials at a properly permitted Recycling Facility.

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

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

“Recycling Container” means a plastic receptacle with a Capacity of Universal City 96 gallons designed for the Curbside Collection of Recyclable Materials, equipped with wheels, handles, and a tight-fitting cover, designed for automated, or semi-automated, collection vehicles. The weight of a cart and its contents shall not exceed approximately 170 pounds.

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

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

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

“Refuse” means the same as Rubbish.

“Residential Construction Debris” means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, roofing shingles, or waste generated as a

result of contractor services used for the activities herein described.

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

“Residential Unit”:” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when water is being supplied to the Residential Unit. Each condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a separate Residential Unit.

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

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

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

“Small Business Garbage Generator” means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste Materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas or its successor agency under Natural Resources Code, §91.101 as amended, unless the Waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste; or (d) Unacceptable Waste.

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

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

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

“Unacceptable Waste” means any waste or material that (i) is or contains motor oil or paint, (ii) is or contains televisions, (iii) is or contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act, (iv) is or contains fluorescent light bulbs, (v) is or contains treated/de-characterized wastes, (vi) is or contains any waste tires, (vii) is or contains sludge, (viii) is or contains waste or materials that may adversely affect the operations of the Disposal Facility regardless if such waste or materials could be legally received and/or (ix) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by TCEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Unacceptable Waste shall remain with the generator all times. Contractor has no obligation to accept, transport, process or dispose of any Unacceptable Waste. Unacceptable Waste means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

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

“Unusual Accumulations” Any Residential Unit Waste placed Curbside for collection which does not meet the specifications defined by this Contract for regular Garbage, Bulky Waste, and Yard Waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

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

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

“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by Refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in

“load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

E. EVALUATION AND AWARD CRITERIA

CRITERIA FOR EVALUATING PROPOSALS

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

SCORING PROPOSALS

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

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

Interview Scoring

Demonstrated how their Operating Plan works to benefit the City’s objectives	5 POINTS
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Demonstrated how their Transition Plan will work to not have the phones ringing	5 POINTS
Demonstrated how their communication system and GPS work with customers and City of Universal City officials at ALL levels	5 POINTS
Total	15 POINTS

F. SCOPE AND SERVICE SPECIFICATIONS

DESCRIPTION OF SERVICES

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

Services will include:

- 1) Residential solid waste collection
- 2) Residential recyclables collection
- 3) Residential bulk and brush collection weekly, monthly or every 60 days
- 4) Household Hazardous Waste Collection
- 5) Residential Unusual Accumulation collection
- 6) Commercial dumpster collection
- 7) Permanent roll-off collection (open-top and compactors)
- 8) Temporary/Construction roll-off collection

RESIDENTIAL SOLID WASTE COLLECTION

Each proposal should include pricing for the following residential services:

Option 1

Two times per week collection of Acceptable Waste using the Contractor-supplied 96-gallon cart(s). All Residential collections shall be performed weekly on a Monday-Thursday or Tuesday-Friday Schedule. No Wednesday-Saturday options will be considered. Material placed in an approved bag with a Pink Tag will be collected along with the contents of the cart.

Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week

Option 2

One time per week collection of Acceptable Waste with the Contractor-supplied 96-gallon poly cart(s). All Residential collections shall be performed weekly, with all collections made from Monday through Friday – no Saturday collections will be allowed (except in the case of a Holiday, where all collections will be pushed forward one day). All materials to be collected shall be placed within the Cart.

Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week.

For Either Option: Additional materials will be collected when resident provides an acceptable plastic bag(s) with a Pink Tag, purchased through the City, affixed to the bag that is clearly visible to the driver.

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

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

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

Residential Collection not covered under the Base Rates-

The collection or disposal of Excluded Materials, or

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

In Mathom Landing subdivision 38 4-plexes(152 units/homes), located at 10603-10830 Mathom Landing and 91 Plaza Dr, ONLY MSW service will be offered by Contractor to allow for more parking where the current recycling carts take up valuable space.

In Dukeway Townhome subdivision 27 4-plexes (108 units/homes), located at 201-554 Dukeway, ONLY MSW service will be offered by Contractor to allow for more parking where the current recycling carts take up valuable space.

In the Coronado Subdivision 88 single family homes have rear entry garages in the alley; carts will be collected ONLY in the alley and not at the curb. The alleys will not accommodate an ASL trash truck. Addresses for rear loading garages with alley pick up are as follows:

- 102-158 Bolerio = 15 homes
- 101-149 Bolerio = 4 homes
- 102-146 Andorra = 5 homes
- 101-133 Andorra = 4 homes
- 200-206 Da Vaca = 2 homes
- 102-314 Quivira = 7 homes
- 102-530 Amistad = 41 homes
- 480-498 Coronado = 10 homes

City-wide all Brush and Bulk will be collected at the curb and not in the alley.

RESIDENTIAL COLLECTION OF RECYCLABLES

Option 1: Contractor shall provide one collection each week, on one of the days that MSW is collected in the case of Option 1 for MWS collection, or, if Option 2 for MSW is selected, on the same day of that collection each week, of Recycled Materials placed in the Contractor-supplied 96-gallon Recycling Cart.

Option 2: Contractor shall provide one collection every other week, on the same day that MSW is collected, Recycled Materials placed in the Contractor-supplied 96-gallon Recycling Cart.

Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Recycling Container. Customers shall not overload the Recycling Container. Any Recyclable Materials at the curb not in the Recycling Container will be treated as trash.

Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Recycling Material, Contractor may give written notice to City of Universal City (i) a need to redefine Acceptable Material and Unacceptable Materials, (ii) update the Processing facility’s Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Material (as currently defined) in a landfill and update the pricing to CITY accordingly. Such actions may be reversed, upon approval from CITY, if market conditions dictate.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include **ONLY** the following:

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

NON-RECYCLABLES include, but are not limited to the following:

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

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

Contractor will collect ***Brush and Bulky*** materials once per week on one of the days that the Residential unit receives MSW and Recycling collection. These materials will be collected ONLY at the curb.

The Brush and Bulky materials **will be combined** to determine the volume limitation of four (4) cubic yards of material per collection.

Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

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

This Brush and Bulk collection service specifically excludes debris resulting from the services of a Commercial Tree Service Provider.

HOUSEHOLD HAZARDOUS WASTE COLLECTION

Contractor shall provide a program to collect Household Hazardous Waste from Residential Customers at their residence on a call-in basis subject to the following:

- (a) Contractor shall establish a toll-free telephone number to which Residential Customers may call to request HHW collection.
- (b) Contractor must provide a container/bag into which Customers may place HHW items in advance of the collection;
- (c) Contractor may require Customers to place the HHW materials inside the provided bag/container except for large electronics, which the Customer shall be permitted to place on their doorstep, in front of their garage, or some location away from the curb or public street;
- (d) Contractor may limit the collection of HHW at the Residence from all Customers requesting HHW collection to a single day during each calendar month, which date must be provided to the requesting Customer at the time the request for HHW collection is made;
- (e) In no case shall a Customer be required to wait more than 31 days from the date the request for collection is made before Contractor collects the Customer’s HHW;
- (f) Contractor shall seek to have collected HHW recycled if the technology exists.

RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION

When a Customer desires a collection of more material than the weekly limit of the poly cart(s) and Pink Tag bags, the resident can request an Unusual Accumulations Collection at the rates set forth in Tab 8. The Collection price will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer before commencing work.

DISASTER DEBRIS COLLECTION

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

Contractor shall provide a Disaster Management Plan on Proposal Tab 9 that describes the response time, resources, methodology, and available mechanisms, with accompanying rates on Tab 8, to assist CITY with clean-up.

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

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

CART PLACEMENT FOR COLLECTION

As a general rule, residents are required to place their carts next to the curb in front of the residence for pickup. It is CITY's intention to continue residential collection at the same location as the residents have received in the past. Proposed exceptions to this approach should be clearly stated in Contractor's proposal.

The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past. No trash or garbage containers will be placed on the curb line earlier than twenty-four (24) hours prior to the time of collection and empty containers will be removed within twenty-four (24) hours after the time of collection.

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

SPECIAL NEEDS CART PLACEMENT FOR COLLECTION

If CITY deems all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste cart to the curb, Contractor personnel will collect the Cart at the side yard or garage door and return it to the same place once emptied, but these customers shall place their polycart container in a readily accessible location outside their garage or carport area. Moreover, Contractor should have no obligation to provide backdoor services if the original location of the cart is located more than 100 feet from the curb or roadway where the collection truck stops. All requests for collection assistance will be approved by CITY and then relayed by CITY to Contractor.

HOLIDAY COLLECTIONS

The following shall be holidays for purposes of this contract: New Years Day, Independence Day, Thanksgiving Day, and Christmas Day.

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such a decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify the CITY two (2) weeks in advance of the holiday service schedule.

Under an Option providing two time per week service, If one of the collection days falls on a holiday, Contractor will collect waste on the next regularly scheduled business day (excluding Sunday).

Under an Option providing one time per week service, all home collection will be moved forward one day for the portions of the City that do not get collected on the Holiday (all homes will receive one time per week collection).

In the event of an Act of God, Contractor will provide services as soon as reasonably possible following such events.

SMALL BUSINESSES GARBAGE AND RECYCLING COLLECTION

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

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

FRONT END LOADER CONTAINER COLLECTION

Prior to the beginning of the Contract, Contractor shall provide Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to CITY or site manager and convenient for collection by Contractor. CITY, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

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

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

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

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of CITY. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.

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

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

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection

drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by CITY within five (5) business days of notification. Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

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

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

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

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

STATIONARY COMPACTOR UNITS

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

TEMPORARY ROLL-OFF CONTAINERS

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

EXCLUDED WASTE

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

Subject to CITY's providing all such reasonable assistance to Contractor, Contractor shall release CITY from any liability for any such cost incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to CITY.

ALTERNATIVES TO THE REQUIRED SPECIFICATIONS

Specifications contained herein are the *minimum level of service* to be provided. If a Proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs (**but NOT through the use of used carts, dumpsters or roll-off containers or by offering Brush and Bulk collection at an interval that is greater than once a week**), they must **first** include a proposal on base services as described in this RFP and then propose the innovative service as an alternative to the base service so that CITY may determine the best option for its residents.

The incumbent offering to continue to use existing trucks and containers at a reduced cost is not an Alternative to the required specifications and will result in disqualification.

Under the tab for Alternates, the Proposer shall state anything in the alternate proposal that is an exception to the basic scope of service. The exceptions related to the Alternate shall be stated on the Alternate tab and not in the Exceptions tab. The description of the alternative service should be provided with the proposal submission using Proposal Tab 9. Pricing for Alternatives shall follow the same protocol outlined in Proposal Tab 8.

CITY EVENTS AND FACILITIES

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

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

PUBLIC EDUCATION CAMPAIGN

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

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Brush collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;

- (b) Provide to CITY a sufficient number of additional copies of the above-described brochure to allow CITY to provide to people requesting such information; and
- (c) Provide CITY with an electronic copy of brochure for use on the CITY's website and Facebook page and/or any other medium determined by the CITY; and
- (d) Coordinate with and supply all information reasonably to facilitate CITY's efforts to notify Residential Customers of this transition.

G. COLLECTION EQUIPMENT

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

VEHICLE SPECIFICATIONS

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

At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than FOUR (4) years (i.e., year model 2022 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

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

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

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

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

VEHICLE MAINTENANCE AND INVENTORY

Contractor shall provide with the proposal a complete inventory showing each vehicle (type, capacity, approximate age) to be used for performing the Contract, which vehicles shall conform to specifications set forth in Vehicle Specifications. No later than 30 days before the commencement of services under the Contract, Contractor shall confirm and verify the inventory provided with the proposal documents. The inventory shall become part of the Implementation Plan. Upon approval of CITY, Contractor may change equipment from time to time and shall revise the inventory accordingly. Contractor shall provide CITY

with the revised inventory within one (1) week of any changes. Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

SUPPLYING GARBAGE OR RECYCLING CARTS

Contractor shall supply and maintain all garbage or recycling carts. Carts supplied by Contractor will be **NEW** at the commencement of this contract. Contractor shall provide instructions for the proper use of the Carts to the residents along with the delivery of the Carts. Upon notice from CITY, Contractor shall deliver Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from CITY. Used Carts must be cleaned prior to reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time as a replacement Cart is delivered.

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

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

In the case of an existing service address whose previous resident has left both the 96-gallon MSW Cart (if that option is selected) and the 96-gallon Recycling Cart in place; no formal notification will be given to Contractor. In the case of new homes or existing homes that do not have either or both Carts, CITY will provide the Contractor with a formal service request. Carts will be provided within the second business day following the request with pick-up available on the next scheduled day following delivery.

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

SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION

Prior to the beginning of the Contract, Contractor shall provide **NEW** Detachable Containers for Garbage and/or Recyclables Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor units as indicated in Appendix C. Detachable Containers shall be located on the premises in a manner satisfactory to CITY or site manager and convenient for collection by Contractor. CITY, whose decision shall be final, and binding shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked, but shall arrange for a collection within 24 hours. Any additional attempts to make a collection shall be charged as an Extra Pickup.

DETACHABLE CONTAINER STANDARDS

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

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

DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE

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

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

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

DETACHABLE CONTAINERS REPAIR OR REPLACEMENT

Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

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

H. TRANSITION PLAN

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

The proposed Transition Plan is of critical importance to CITY. The Transition Plan is located in Tab 7. In the Transition Plan, Proposer must describe the following:

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

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

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

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

The Implementation Plan shall not contain procedures, activities, or schedules that conflict with any terms of this Contract.

I. COMMUNICATION AND MEETINGS

POINT OF CONTACT

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

CONTRACTOR'S OFFICE

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

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

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

Complaint calls are to go the Contractor, and Contractor shall notify CITY **BY 4:00 PM. daily**, in writing by email, of all complaints received. At the end of each business day, Contractor shall email to CITY a recap of the day's complaints from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected in the next day's complaint report indicating that collection was made.

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

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

If the missed pickup is a result of Customer-related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container and shall notify City of Universal City such action. As requested by CITY, Contractor shall make available GPS tracking reports for residential collection vehicles.

CUSTOMER GRIEVANCES

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

MEETINGS

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

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

NEWSWORTHY EMERGENCY NOTIFICATIONS

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

CUSTOMER NOTIFICATIONS

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

J. REPORTING

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

MONTHLY REPORTS

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

Monthly Reports must contain at least the following information:

- 1) Number of Residential Units served.
- 2) Number of Commercial Units served.
- 3) Monthly tonnages by each category of service
 - Residential MSW
 - Residential Recycling
 - Commercial
 - Roll Off
- 4) Residential Recycling Participation Rate
- 5) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
- 6) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- 7) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint, and resolution.
- 8) As requested by CITY, Contractor shall make available GPS tracking reports for residential collection.

ANNUAL REPORTS

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

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

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

K. COMPENSATION

PAYMENTS TO CONTRACTOR

Residential Customer Billing; Payment for Service. CITY shall provide billing and bill collection services for Residential Customers during the term of this Contract. Billing for Residential Customers shall consist of the Rate charged by the Contractor plus a ten percent (10%) franchise fee and Sales Tax collected.

Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from CITY a count of Residential Units billed for collection services, with the count of Pink Tags collected, in the prior calendar month.

Based on the number of Residential Customers, Contractor shall deliver to CITY an invoice setting forth sums due by CITY to Contractor for services rendered to Residential Customers under this Agreement. The CITY's policy is that it will only pay Contractor via an ACH and/or EFT. Contractor should work with the City Manager or his/her designee to set up a vendor account with the CITY thirty (30) days prior to the first billing cycle.

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

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

Franchise Fee. Contractor shall pay to CITY a franchise fee equal to ten percent (10%) of all amounts paid by Commercial and fifteen (15%) of all amounts paid by Industrial Customers within the CITY to whom Contractor provides services pursuant to the authority granted by this Contract (“the Franchise Fee”).

The Franchise Fee constitutes a payment to CITY for the right of Contractor to use CITY’s streets, alleys, and rights-of-way in providing the services described in this Contract. Contractor shall have the right to pass the Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed ten percent (10%) of the amounts billed to the Commercial and fifteen percent (15%) of the amounts billed to Industrial Customer, excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to CITY as follows:

- (a) Franchise Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were actually provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Franchise Fees to CITY not later than April 30, 2026, for payments received by Contractor during the month of March 2026 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise Fees after termination of this Contract for any and all services provided prior to termination of this Contract. CITY may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the CITY pursuant to this Contract regardless of Contractor’s failure to elect to pass through the cost of the Franchise Fee to Customers. It is the CITY’s policy is that it will only receive payments from Contractor via an ACH and/or EFT. Contractor should work with the City Manager or his/her designee to set up a vendor account with the CITY thirty (30) days prior to the first payment cycle.

Sales Taxes Contractor shall obtain a separate Sales Tax Permit for Universal City and submit their State Sales Tax indicating the Sales Tax collected in Universal City. This procedure allows the City of Universal City to receive the sales tax collected in lieu of any other city.

LIQUIDATED DAMAGES

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor. Contractor shall not be fined for unverified complaints, and no fines should be imposed during a force majeure event. The City shall be required to notify Contractor of any alleged unexcused complaint and Contractor shall have an opportunity to investigate and cure if the complaint is valid. The Contract shall provide that CITY may charge Liquidated Damages to Contractor in accordance with the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event Contractor wishes to contest any Liquidated Damages assessment, Contractor will be authorized to request in writing a meeting with CITY Manager or his designee to attempt to resolve the issue. In the event Contractor wishes to contest a decision by CITY Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that CITY Manager or his designee requests a hearing date before CITY Manager to present its defense to such assessment. CITY

Manager will notify Contractor in writing of any action taken concerning Contractor's claims. The sum of money thus deducted or charged as Liquidated Damages is not to be considered as a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages, representing a reasonable estimate of damages, or a reasonable forecast of just compensation, because the harm caused by the breach is incapable or extremely difficult of estimation due to the public nature of the work and the likely loss to be sustained by the CITY and the general public, estimated at or before the time of executing this Contract. Further, the parties acknowledge the CITY's paramount purposes and duty to protect the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and Liquidated Damages shall be construed as bridgeable and acceptable as a matter of law and public policy and shall be calculated and construed in favor of the CITY.

Should the CITY neglect or opt not to enforce a claim of Liquidated Damages for any given breach on any given date or time, it shall not remove or limit the ability of the CITY to enforce such claim retroactively or in the future.

SUMMARY OF LIQUIDATED DAMAGES

CITY may assess liquidated damages to Contractor as follows:

- (a) Missed collection: \$100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates;
- (b) If a missed collection has not been collected within the time required by Section 8.1(k): \$100 per occurrence per day;
- (c) \$500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint;
- (d) Commencement of residential collection prior to 7:00 a.m., or operating within CITY after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (e) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within CITY after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (f) Failure to complete a majority (50%) of the collections on a given day: \$5,000 for each incident (unless Contractor has reported to CITY that collections cannot be made due to unsafe conditions (roadway freezing, etc.);
- (g) Failure to maintain a vehicle in a manner consistent with the Contract: \$100 for each incident;
- (h) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address;
- (i) Failure to resolve properly reported bona fide Customer complaints within one business day: \$200 for each incident;
- (j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: \$250 per report per calendar day delinquent;

- (k) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted;
- (l) Failure to return carts and containers to approximately original collection location: \$50 each incident, for each affected address;
- (m) Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$50 each incident;
- (n) Failure to be prepared to perform services on or after the Commencement Date: \$ 3,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor;
- (o) Failure to deliver or replace carts for any reason within five (5) business days of written notification: \$50 per incident per affected address:
- (p) Contractor commingling Recyclable Materials with MSW: \$ 1,000 for each incident.

Failure to deliver a Roll-Off container within 24 hours of request to start service; \$500 per day until delivery is made.

MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the CPI (hereinafter defined) until August 1, 2027. Commencing on August 1, 2027, continuing annually on each anniversary date of the Commencement Date of this Agreement, upon ninety (90) days' notice to CITY, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). The Annual Increase shall not exceed five percent (5%).

REGULATORY RATE ADJUSTMENT

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

DEFENSE OF SUITS

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

OSHA, HEALTH, AND ENVIRONMENTAL LAWS

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

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

INDEMNITY

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

PERFORMANCE BOND

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

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

L. REQUIRED INSURANCE

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

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

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

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

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

- (a) Name CITY, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance.
- (b) Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and

- (c) No insurance policy shall be canceled, non-renewed, or coverage thereunder reduced unless CITY has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to CITY not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to CITY on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

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

M. TABS

Proposal Tab 1 –Exceptions or Modifications to the Contract

Proposal Tab 2 – Past Performance and Experience

1. How many years has your organization been in business under your present business name? (**Minimum experience required – 5 years in business with accounts of similar size**) Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, bulk and brush, and recyclables?
3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years include references for existing contracts of like-size (residential count) communities.

The list should reflect:

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

Indicate your acknowledgment within your narrative in this Tab.

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

Proposal Tab 3 – Financial Qualifications

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

Proposal Form 4-A - Certification of Recycling Facility

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

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

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

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

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

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

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

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

Proposal Form 4-B - Certification of Disposal Facility

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

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

I understand and agree that City of Universal City _____ shares no risk, nor expense for the disposal of the Acceptable Waste (or Solid Waste) materials delivered by Contractor. to the Disposal Facility pursuant to its permit and applicable laws and regulations.

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

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

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

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

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

Proposal Tab 5 - Experience of Personnel – Local Hauling Operation

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.

List and prepare the Summary of Qualifications for the General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager, and any other relevant personnel.

2. CITY expects to communicate directly with one individual designated for ultimate responsibility for the Contract. CITY will be notified immediately of any changes to this information.
3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:

Mailing Address:

Direct Phone

Mobile phone:

Email:

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

Proposal Tab 5 - Experience of Personnel (continued)

Summary of Qualifications Form

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

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

Name: _____

Position: _____

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

Proposal Tab 6 – Equipment

No Vehicle used in servicing this Contract shall be more than four (4) years old as of August 1, 2026, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on CITY's streets.

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

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

Residential MSW

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

Residential Recycle

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

Residential Bulk Collection (Grapple and/or Rear Load)

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

Commercial FEL Collection

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

Roll-Off Container Collection

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

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

Proposal Tab 7 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How Contractor intends to provide service for the normal collection of garbage and recyclables. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's proposed method of collection for Brush and Bulky Items demonstrating the benefits of their approach. (Disaster events will be covered in a separate section). Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
3. List Contractor's procedures and the amount of time to promptly respond to and resolve problems that are communicated to Contractor by CITY.
4. Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to CITY regarding these issues.
5. Describe Contractor's procedures to be used by CITY to schedule and assure reliable container delivery for new locations and special event collections.
6. Describe in detail Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events: spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to CITY, regulatory agencies, emergency response teams, etc.
7. Describe in detail Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to CITY, law enforcement, regulatory agencies, emergency response teams, etc.
8. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. Include all Texas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
9. **Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the division that will be responsible for the collection activity in CITY.** These scores will allow the scoring committee to compare your firm's injury rates to other firms in the same business, in the same locale.
TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.
DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.

Proposal Tab 8 – Transition Plan in Narrative Format

In the Transition Plan, Proposer must describe the following:

- E. Individual or group of individuals that will oversee the execution of the Transition Plan.
- F. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, dumpsters, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).
- G. A detailed schedule for the transition.
- H. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

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

Each additional MSW 96-gallon cart	\$ _____
Each additional Recycling 96-gallon cart	\$ _____

HHW collection

1) Availability of once per month service per home (scheduled by homeowner)	\$ _____
---	----------

Unusual Accumulation Waste Collection

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

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

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

Disaster Management

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

Small Commercial

One cart 1 x week	\$ _____
Two carts 1 x week	\$ _____

COMMERCIAL FRONT LOAD RATES
Rates include the 10% Franchise Fee due to the City

FEL – include all disposal costs.

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

Size	1x	2x	3x	4x	5x	6x	extra
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							
10 yard							
6 yd Recycle							
8 yard Recycle							

Casters (fee per month per container) _____

Locks (fee per collection per container) _____

Enclosures (fee per collection per container) _____

ROLL-OFF CONTAINERS

Rates include the 15% Franchise Fee due to the City

Roll-Off – Temporary- EXCLUSIVE TO CONTRACTOR

Relocate/Block Fee _____

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

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

Relocate/Block Fee _____

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

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

Wash Out Fee _____

	Monthly Rental	Haul Rate	Disposal per Ton*
32 yd SC**			
34 yd SC**			
40 yd Receiving Container***			

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

** On Self-Contained Compactor units, show the Monthly Rental **WITHOUT Custom Installation** as the fee per month for the compacting /container unit.

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

Proposal Tab 10 –Emergency & Disaster Management Plan

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

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

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

Rates to be charged to CITY when a Disaster is declared by the Mayor of CITY will be reflected in Tab 8.

Proposal Tab 11 – Customer Service and GPS

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

Explain how Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to CITY regarding these issues. Provide actual samples of how the program will work in the City of Universal City _____.

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

Proposal Tab 12 –Proposal Alternates

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

Alternate Proposals should be submitted with a revised Tab 9 for each Proposal.

N. APPENDICES

APPENDIX A: CITY Facilities At No Charge

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

Building	Address	Service	Frequency
City Hall	2150 Universal City Blvd	8 cubic yard	2 x per week
City Hall Recycle	2150 Universal City Blvd	8 cubic yard	2 x per week
Animal Control	134 Athenian	4 cubic yard	3 x per week
Library	100 Northview	3 cubic yard	2 x per week
Olympia hills golf course	12900 Mt. Olympus	8 cubic yard	4 x per week
Olympia hills rec cycle	12900 Mt. Olympus	8 cubic yard	1 x per week
Public Works Yard	265 Kitty Hawk	2 30 cubic yard roll off containers pulled 180 times per year. No haul shall exceed 8 tons. Any hauls over 180 in a year will be charged to the City at the regular rate	These halls will be scheduled through contact with the hauler.
Fire station	2160 universal city Blvd.	8 cubic yard	2 x weekly
Neville clubhouse	368 wagon crossing	4 96-gallon carts	2 x weekly
Golf course maintenance Blvd.	12900 Mt. Olympus	2 30 cubic yard roll off containers pulled 24 times per year. No haul shall exceed 8 tons. Any hauls over 24 in a year will be charged to the city at the regular rate	

Note – If Council chooses to make residential collection 1 x per week, the number of carts at the Neville Clubhouse will be doubled and the collection frequency will be 1 x per week.

Special Event	Address	Service	Frequency
Fall/ spring cleanup	265 Kitty Hawk	6 40 cubic yard roll offs two times per year; maximum of 72 free halls annually	
October pumpkin patch	2150 Universal City Blvd	14-16 96- gallon carts	Monday and Thursday curbside collection at Fire Department. Universal City staff coordinates time of collection for approximately 45 days from the last week of September through the 1st week of November
Snow Fest February, one week only)	305 N Blvd.	1 20 cubic yard roll off on field #2 **Plus 96-gallon totes (14-16) stored by City for events.	Universal City staff coordinate time with contractor for drop and pick up. There is only one haul on the roll off, the contractor will empty all carts when the event is over.
Nonprofit donation (\$14,000)	checks will be made out to the organization and delivered to the city finance department for distribution	\$2000 each for the following: Homes for Homeless, Universal City CPAAA, Parks Partners, Friends of the Library, Snowfest Sponsorship of \$4,000	
Christmas tree lighting	2150 universal city Blvd.	Approximately 10 96-gallon carts	The Universal City staff coordinates time with the contractor for approximately one week in December for two

			times per week collection of these carts
Christmas tree disposal	265 Kitty Hawk		annually, approximately December the 26th through January 8. Have to adjust for weekends and what day the holidays fall on. Epiphany is 12 days after Christmas

The city stores 14 to 16 96-gallon carts and uses them for Pumpkin Patch, Tree Lighting, And SnowFest. Currently, we set a schedule with the contractor for these carts to be picked up on specified Mondays and Thursdays curbside at City Hall for Pumpkin Patch And Tree Lighting. If the Council opts to go for one time per week residential pickup there may be a need for more carts so that the one-time per week collection coincides with the pickup day in that neighborhood. These carts are also used for the SnowFest in February. Universal City staff transports them to Universal City Park, then lines them up to be picked up by the contractor on the Monday after the event.

The Pumpkin Patch and the Christmas Tree Lighting Event should also include unisex ADA restroom services if available from the contractor.

APPENDIX B Performance Bond Form

**STATE OF TEXAS §
COUNTIES OF BEXAR AND GUADALUPE§**

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

WHEREAS, the Principal has entered into a certain written contract with CITY, dated the __ day of _____, 2026, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2026.

Surety

By _____

Title _____

Address _____

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

APPENDIX C: Specifications For Carts

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

Carts must be assembled and manufactured in the USA.

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

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

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

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

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

Markings for both MSW and Recycling Carts:

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

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

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

18. Delivery shall be F.O.B. City of Universal City _____, Designated Staging Locations, TX 78148. CITY is willing to work with the successful vendor for designated staging areas.

19. CITY will require a sample from the successful vendor before the placement of the full order of

poly carts.

APPENDIX D: Commercial Matrix

Note – These rates reflect the addition of the City’s 10% Franchise Fee

Size	1x	2x	3x	4x	5x	6x
2 yd price	\$62.69	\$125.38	\$188.08			
Quantity	30	2	1			
3 yd price	\$94.03	\$159.86	\$220.20			540.02
Quantity	23	11	1			1
4 yd price	\$106.57	\$250.75	\$376.13			
Quantity	28	8	5			
6 yd price	\$143.87	\$319.72	\$564.22	\$752.27	\$940.35	\$1127.62
Quantity	20	17	10	2	1	2
8 yd price	\$213.15	\$426.29	\$639.43	\$815.14	\$1065.72	\$1250.03
Quantity	16	20	16	10	4	9
10 yd price	\$313.27	\$626.86			\$1567.16	
Quantity	2	1			1	
4 yd recycle		367.35				
Quantity		2				
6 yd recycle	275.51					
Quantity	3					
8 yd recycle	367.35	734.71				
Quantity	6	5				

Small Commercial

1 cart 1x week	\$34.38	2 cart 1 x week	\$68.61
Quantity	44	Quantity	20

Roll-Off Matrix –

Important Note on Current Temporary and Permanent Roll Off Prices – the haul rate below reflects an added-in number of tons before the tonnage price is implemented.

The new contract will be price “Rate Per Haul” plus a “Rate for each ton” No pricing should reflect the method show below where some number of tons is with the “Rate per Haul.”

Temporary Accounts

Note – These rates reflect the addition of the City’s 15% Franchise Fee

	Delivery	Day Rent	Haul	Ton	Quantity Hauls
20 yard	\$127.00	\$6.35	\$639.05	\$46.36 per ton	9
30 yard	\$127.00	\$6.35	\$693.10	\$46.36 per ton	10
40 yard	\$127.00	\$6.35	\$726.66	\$46.36 per ton	24

Roll-Off Matrix – Permanent

Note – These rates reflect the addition of the City’s 15% Franchise Fee

	Delivery	Day Rent	Haul	Ton	Quantity Hauls
20 yard	\$127.00	\$6.35	\$639.05	\$46.36 per ton	
30 yard	\$127.00	\$6.35	\$693.10	\$46.36 per ton	4
40 yard	\$127.00	\$6.35	\$726.66	\$46.36 per ton	1

Current Roll-Off Matrix – Compactor

Note – These rates reflect the addition of the City’s 15% Franchise Fee

	Avg. # Hauls/month	Avg. # Tons/Haul	Haul Rate	Disposal
32 yd SC	1		614.79	\$46.36 per ton
34 yd SC	3		614.79	\$46.36 per ton
40 yd Rec. Container	2		758.95	\$46.36 per ton

APPENDIX E: Landfill Tonnage

MONTH	RESIDENTIAL	RECYCLING	BRUSH/BULK	COMMERCIAL	ROLL OFF
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DATA NOT AVAILABLE

Exhibit A

MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT (Residential, Commercial, Industrial, and Recycling)

This **Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract** ("**Contract**"), is entered as of the Effective Date by and between the **City of Universal City** _____ (hereinafter called "**City**"), a Texas home rule municipality, and _____ (hereinafter called "**Contractor**"), a _____ corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "**Parties**" and individually as "**Party**.")

RECITALS

WHEREAS, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS, Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with City's requirements and its Solid Waste services; and

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

WHEREAS, City has determined through a competitive process in accordance with state law that Contractor provides the best value for Solid Waste services for City's residents; and

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

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

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

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

I. GRANT OF CONTRACT AND FRANCHISE; TERM

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

- (a) The sole right, duty, and privilege within City's Limits to conduct business for the purpose of collection and transportation, disposal and/or Processing of Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this Contract from all Residential, Commercial, and Industrial Customers located within City's incorporated limits; and
- (b) The sole right, duty, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

1.2 **Initial Term.** The Initial Term of this Contract shall commence on August 3, 2026 (the "**Commencement Date**") and shall end on July 31, 2031 (the "**Expiration Date**"), unless otherwise terminated earlier or extended as provided herein.

1.3 **Extension Term.** CITY and Contractor, upon written agreement between both parties, may extend the Initial Term for two (2) additional two (2) year term (the "Extension Term") upon the same terms and conditions as stated herein. Notice of intent to extend must be given in writing by CITY to Contractor, and/or by Contractor, on or before July 1, 2030 to be effective.

Notwithstanding anything regarding City's exercise of the Extension Term, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Date, as original established and/or extended by the first Extension Term, if applicable.

II. DEFINITIONS

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

"Bag" means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Such bags would be used with a Pink Tag for an extra fee.

"Brush" means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed forty (40) pounds in total weight.

The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

“**Bulky Waste**” means large rubbish items including, but not limited to, White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

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

“**City**” The City of Universal City, Texas.

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

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

“**Collection Area**” means that portion of City’s corporate limits in which Contractor provides collection services as described in the Contract Documents.

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

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

“**Commercial Tree Service Provider**” means a person or business entity that provides for compensation tree limb cutting and removal, or complete tree and stump removal services.

“**Compactor Unit**” means a mechanical unit that receives, compacts, and reduces the volume of MSW, Refuse, or Garbage, whether stationary or mobile. For those businesses that utilize Compactor Units, the Contract will provide for the collection and transport of the Compactor Unit’s Container (if self-contained) or the Detachable Container. The purchase, lease, installation, maintenance and repair of the Compactor Unit or any related parts or accessories, as well as the Detachable Container are between the Contractor and the property owner/manager.

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

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

“**Contract Administrator**” ” means the CITY Manager or his/her designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the CITY; incorporating necessary modifications or changes into the Contract; mediating and

expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contract Documents” means, collectively, (a) this Contract, all Exhibits attached hereto, and any amendments to this Contract; (b) the RFP, and (c) Contractor’s Proposal.

“Contract Year” means each twelve-month period during the Term of this Contract beginning on August 3, 2026.

“Contractor’s Proposal” means Contractor’s response to the RFP released by City on _____ and submitted _____, consisting of ____ pages, , the original of which is retained in the office of City’s City Secretary in hardbound or electronic format and is incorporated herein by reference.

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

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

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

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

“Disaster Event” means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.

“Disaster Debris” means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by anyone affected by a Disaster Event.

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

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

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

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

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

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

“Hazardous Waste” means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, (42 U.S.C. S6901, et, seq., as amended).

“Holiday” means New Years Day, Independence Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or **“HHW”** means items that have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

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

“Industrial Waste” means solid waste that originates directly from and is inherently associated with industrial, manufacturing, mining, agricultural, or similar industrial processes, and which has been properly classified as industrial solid waste in accordance with applicable regulations of the Texas Commission on Environmental Quality (“TCEQ”), including Title 30 of the Texas Administrative Code (TAC), Chapters 330 and 335. Industrial Waste includes only those materials that, due to their method of generation, physical or chemical characteristics, or regulatory classification, require special characterization, approval, handling, transportation, or disposal beyond standard municipal solid waste practices. Industrial Waste expressly does NOT include materials generated from routine commercial, institutional, or retail operations, including but not limited to:

- Wooden pallets, skids, or crates
- Cardboard, paper, or packaging materials
- Plastic, shrink wrap, or containers
- Food waste or organic material
- Office, janitorial, or breakroom waste
- Non-hazardous maintenance or incidental debris

Such materials shall be deemed Municipal Solid Waste (“MSW”) and shall remain subject to the City’s exclusive collection requirements and applicable franchise fees. The fact that waste is generated by a customer engaged in an “industrial” or “manufacturing” business does not, by itself, render the waste Industrial Waste. No material shall be deemed Industrial Waste for purposes of exclusion under this Agreement unless and until the generator/customer provides written documentation demonstrating proper waste classification, including a valid waste profile approved by a permitted disposal facility, in accordance with applicable TCEQ regulations and landfill permit requirements. The absence of a valid waste profile shall establish that the material is MSW for purposes of this Agreement. Hazardous industrial waste and any other waste requiring manifesting under federal or state law shall be managed, transported, and disposed of in full compliance with all applicable regulatory requirements. Non-hazardous industrial waste that does not require manifesting shall nevertheless require a waste profile and documented landfill approval prior to being treated as Industrial Waste under this Agreement.

The burden of proof for establishing that material qualifies as Industrial Waste rests solely with the generator/customer. The generator/customer shall not misclassify waste as Industrial Waste for the purpose of avoiding exclusive service provisions, franchise fees, or other contractual obligations.

The City and/or Contractor reserves the right to request and review classification documentation, audit waste streams and service locations, and reclassify improperly designated materials as MSW. If waste is determined to have been improperly classified, the generator/customer shall be responsible for retroactive franchise fees, applicable service charges, and any costs incurred by the City or Contractor associated with enforcement and recovery.

All waste generated, classified, transported, and disposed of under this Agreement shall comply with all applicable federal, state, and local laws, including all TCEQ rules and landfill permit requirements.

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

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

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

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

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

“Overage”: As to Residential Units, any Waste, Recyclables, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Contract that the Customer has not requested Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. Contractor shall have the right to take a digital photo of the Overage.

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

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

“Pink Tag” A tag or adhesive sticker developed and produced by the Contractor and approved by the City, and which will be sold by the City, which will indicate to the Contractor that the bag on which the Pink Tag has been affixed is intended for collection and disposal.

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

“Processing” means recycling of Single Stream Materials at a properly permitted Recycling Facility.

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

“Recycling Container” means a plastic receptacle with a capacity of 96 gallons designed for the Curbside Collection of Recyclable Materials, equipped with wheels, handles, and a tight-fitting cover, designed for automated, or semi-automated, collection vehicles. The weight of a cart and its contents shall not exceed approximately 170 pounds.

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

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

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

“Refuse” means the same as Rubbish.

“Request for Proposal” or **“RFP”** means City’s “Request for Proposals for Solid Waste & Recycling Services” issued by City on _____, a true and correct copy of which is on file in the office of City’s City Secretary and incorporated herein by reference.

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

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

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when water service is being supplied to the Residential Unit. Each condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a separate Residential Unit but on one bill presented to the owner of each complex.

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

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of collection and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

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

“Small Business Garbage Generator” means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill

is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

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

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

“Unacceptable Waste” means any waste or material that (i) is or contains motor oil or paint, (ii) is or contains televisions, (iii) is or contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act, (iv) is or contains fluorescent light bulbs, (v) is or contains treated/de-characterized wastes, (vi) is or contains any waste tires, (vii) is or contains sludge, (viii) is or contains waste or materials that may adversely affect the operations of the Disposal Facility regardless if such waste or materials could be legally received and/or (ix) is or contains other solid or liquid waste specifically prohibited for disposal at the disposal facility by ADEQ, TCEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law. Title to and liability for Unacceptable Waste shall remain with the generator all times. Contractor has no obligation to accept, transport, process or dispose of any Unacceptable Waste. Unacceptable Waste means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

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

“Unusual Accumulations” Any Residential Unit Waste placed Curbside for collection which does not meet the specifications defined by this Contract for regular Garbage, Bulky Waste, and Yard Waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

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

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

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

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

III. RATES

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

3.2 Modification of Rates. Base Rates charged by Contractor for services will remain fixed and will not be adjusted until August 1, 2027 Commencing on August 1, 2027, and continuing annually on the first day of each Contract Year thereafter, Contractor may adjust the Base Rates (each an “**Annual Adjustment**”), subject to the following:

- (a) Not later than the later of (i) June 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Contract Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the “**Adjustment Notice**”);
- (b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
 - (1) The percentage increase in the CPI for the twelve-month period ending on the December 31st immediately prior to the effective date of the Annual Adjustment; and
 - (2) Five Percent (5%) of the then current Base Rates;

- (c) If the percentage change in the CPI for the twelve-month period ending on the December 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Contract Year;
- (d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Contract Year; and
- (e) If no Annual Adjustment is applied to a Contract Year following Contractor's failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Contract Year shall continue to be based on the percentage change in CPI for the twelve-month period ending on the May 31st prior to the first day of the next Contract Year (i.e., there is no "catch-up" for the missed increase).

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

IV. SERVICE SPECIFICATIONS

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

4.2 Residential Solid Waste Collection.

- (a) Contractor will provide _____ time per week collection of Acceptable Waste with the Contractor supplying one 96-gallon poly cart per residence.
- (b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past. No trash or garbage containers will be placed on the curb line earlier than twenty-four (24) hours prior to the time of collection and empty containers will be removed within twenty-four (24) hours after the time of collection.
- (c) All materials to be collected shall be placed within the Cart. Collections shall be made from

Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.

- (d) Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.
- (e) Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- (f) Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a GIS map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

Special Services Notation

1. Mathom Landing subdivision 38 4-plexes (152 units/homes) located at 10603-10830 Mathom Landing and 91 Plaza Dr., ONLY MSW service will be offered by Contractor to allow for more parking where the current recycling carts take up valuable space.

2. In Dukeway Townhome subdivision 27 4-plexes (108 units/homes), located at 201-554 Dukeway, ONLY MSW service will be offered by Contractor to allow for more parking where the current recycling carts take up valuable space.

3. In the **Coronado Subdivision** 88 single family homes have rear entry garages in the alley; carts will be collected ONLY in the alley and not at the curb. The alleys will not accommodate an ASL trash truck. Addresses for rear loading garages with alley pick up are as follows:

- a. 102-158 Bolerio = 15 homes
- b. 101-149 Bolerio = 4 homes
- c. 102-146 Andorra = 5 homes
- d. 101-133 Andorra = 4 homes
- e. 200-206 Da Vaca = 2 homes
- f. 102-314 Quivira = 7 homes
- g. 102-530 Amistad = 41 homes
- h. 480-498 Coronado = 10 homes

4. City-wide all Brush and Bulk will be collected at the curb and not in the alley.

4.3 Residential Collection not covered under the Base Rates. The following are not covered under the Base Rates:

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

4.4 Residential Collection of Recyclable Materials. Contractor shall provide one collection each week OR every other week, on the same day that MSW is collecting Recyclable Materials placed in the Residential Unit's Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

4.5 Prohibiting The Scavenging Of Recyclable Materials From Residential Areas Within The Corporate Limits: 1. No person or persons, other than the current resident of the property on which the items are placed, or an authorized carrier, shall remove, pick up, or transfer recyclable materials left at curbside in any residential subdivision, or at curbside at any single-family residence. Materials left at curbside in either specifically marked recovery containers or any other type of container are to be picked up by a designated carrier for the purpose of removal of recyclable materials. Materials referred to and to be left at curbside in specifically marked containers, will include recyclable materials included in the City's recycling program. 2. Each removal of an item or items from a residential subdivision residence location or a single-family residence location shall constitute a separate violation of this ordinance. Unauthorized persons removing materials or bins other than those persons designated above shall be fined a minimum of \$500.00 up to a maximum of \$2,000.00 per occurrence.

4.6 Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Contractor may give written notice to City of Universal City (i) a need to redefine Acceptable Recycling Material and Non-Recyclables, (ii) update the Processing facility's Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

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

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

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

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries

4.9 Residential Brush/Bulk Collection: Contractor will collect ***Brush and Bulky*** materials once per week on the same day the Residential Unit receives MSW and Recycling collection. These materials will be collected ONLY at the curb.

The Brush and Bulky materials **will be combined** to determine the volume limitation of four (4) cubic yards of material per collection. The materials will be prepared for collection as follows:

- (a) Contains limbs not exceeding four (4) feet in length or four (4”) in diameter;
- (b) Is stacked at the curb in such a manner that Contractor’s employee can reasonably and safely lift the material into the collection vehicle;
- (c) Is not Debris resulting from the services of a Commercial Tree Service Provider;

- (d) Does not consist of more than four (4) cubic yards of Brush and Bulky materials per collection;
- (e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Sections 4.11 and 4.12.

Tree, shrub or brush trimmings work done by a contractor will not be picked up. The contractor or the homeowner shall bear the responsibility for disposing of the brush in a landfill.

Use of plastic bags is discouraged but will be accepted by the Contractor. Garbage cans or crushable cardboard containers are preferred.

4.10 Household Hazardous Waste Collection. Contractor shall provide a program to collect Household Hazardous Waste from Residential Customers at their residences on a call-in basis subject to the following:

- (a) Contractor shall establish a toll-free telephone number to which Residential Customers may call to request HHW collection;
- (b) Contractor must provide a container/bag into which Customers may place HHW items in advance of the collection;
- (c) Contractor may require Customers to place the HHW materials inside the provided bag/container except for large electronics, which the Customer shall be permitted to place for collection on the Customer's front doorstep, in front of the Customer's garage, or some location away from the curb or public street;
- (d) Contractor may limit the collection of HHW at the Residential Unit from all Residential Customers requesting HHW collection to a single day during each calendar month, which date must be provided to the requesting Customer at the time the request for HHW collection is made;
- (e) In no case shall a Customer be required to wait more than 31 days from the date the request for collection is made before Contractor collects the Customer's HHW;
- (f) Contractor shall seek to have collected HHW recycled if the technology exists; and
- (g) Not less than one time per month on approximately the same day of each month, Contractor shall collect and dispose of small used, household batteries deposited by in the "battery buckets" located at Fire Department and at City's Public Works office.

- 4.11 **White Goods.** White Goods such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not accept for collection refrigerators or other devices known to contain chloroflouro-carbons (CFCs) unless the Residential Customer establishes the item is free of CFCs by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities.
- 4.12 **Residential Unusual Accumulation Collection.** When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.
- 4.14 **Emergency & Disaster Debris Collection.** When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.
- 4.15 **Residential Carts.** Contractor agrees to provide one (1) new Poly Cart for placement of Waste ("**Waste Cart**") and one (1) new Cart for Recyclable Materials ("**Recycling Cart**") to each Residential Unit (Waste Carts and Recycling Carts collectively being "**Carts**") not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart and one (1) new Recycling Cart to new Residential Units constructed within City during the Term of the Contract. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts will have recycling guidelines heat molded on the top of the lid determined by Contractor subject to City's approval, which approval shall not be unreasonably withheld or delayed.
- (a) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart or within bags marked with a Pink Tag, any Waste or Recyclable Materials from a Cart that weighs more than 170 pounds, or a Cart and/or bags that are not properly placed Curbside; provided, however, prior to refusing to collect any Waste from a Residential Customer because such Waste is not properly prepared (i.e. placed in a Poly Cart or bagged with a Pink Tag) and/or placed at Curbside, Contractor shall notify the Residential Customer and then the City Administrator if it believes the Waste is not prepared and/or located correctly by the Residential Customer, in which case the City Administrator shall be the sole and final judge as to whether or not such Waste was properly placed for collection and should be collected; and

- (b) Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, Contractor shall provide a replacement Cart. Contractor shall assess a \$75.00 charge to the Resident for new replacement carts and shall look solely to the Resident to pay such charge. If a Cart is damaged while at a Residential Unit, the Residential Customer shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

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

4.16 Special Needs Waste Placement for Collection Assistance. If the City Administrator determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied (“**Special Needs Collection**”). All requests for Special Needs Collection will be considered by Contractor and the decision on whether to provide Special Needs Collection to a Customer forwarded by Contractor to the City Manager and Residential Customer. The City Manager may either approve or reject a Contractor’s determination not to provide Special Needs Collection for a qualified Residential Customer.

4.17 Right to Reject Unacceptable Waste. Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor. Contractor shall notify Customer and City. Customer shall be responsible for removing Unacceptable Waste at their own expense.

4.18 Adding Residential Customers. Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from City.

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

4.20 Front End Loader and Roll Off Container Collection.

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

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

4.21 Detachable Containers-Generally.

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

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

4.22 Detachable Container Maintenance.

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

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

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

4.25 Excluded Waste.

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

V. COLLECTION OPERATIONS – GENERAL PROVISIONS

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

5.2 Hours of Collection.

- (a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 7:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits or otherwise within 500 feet of a Residential Unit Collection from Residential Units shall not occur on Sundays unless authorized in writing by the Contract Administrator following a weather-related event (e.g. winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on scheduled days.
- (b) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Commercial and Industrial Customers shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A.M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Contract Administrator, which

approval shall not be unreasonably withheld, collection from a Commercial or Industrial Customer shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit. Note: Pat Booker Road is a commercial road that backs up to residential areas for 3.1 miles.

- (c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:
 - (1) Contractor provides written notice to the City Manager with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and
 - (2) The City Manager determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and
 - (3) The City Manager approves the later completion time in writing.

5.3 Collection Routes. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor shall provide City with GIS copies and shapefiles of proposed maps. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

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

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

5.5 Complaints. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day, before 4:00 pm. (and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day), Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:

- (a) The address of the Customer making the complaint;
- (b) The time the call or e-mail was received from the Customer;
- (c) Whether the Customer is a Residential, Commercial, or Industrial Customer;

- (d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

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

- (a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten (10) model years at any time during the term of this Agreement;
- (b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter;
- (c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards;
- (d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles;
- (e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color;
- (f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor;
- (g) Contractor shall place the appropriate customer service telephone number on all collection trucks;
- (h) The type, number, and capacity of collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route;
- (i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations;
- (j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City;
- (k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and
- (l) All collection vehicles shall be equipped with Global Position System ("**GPS**") tracking equipment to allow for tracking and locating collection vehicles, which tracking

information can be stored and retrieved by Contractor and is provided to City upon written request

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

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

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

5.9 Contractor's Employees.

- (a) Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Contract shall:
 - (1) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor;
 - (2) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
 - (3) never identify themselves, or in any way represent themselves, as being employees or agents of City;
 - (4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition;

- (5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers;
 - (6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment;
 - (7) not disturb or otherwise unreasonably interfere with a Customer's property that is adjacent to where the Customer's container(s) are located for collection; and
 - (8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.
- (b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such employee shall be removed from an assignment from providing Collection Services under this Contract not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Contract (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Contract Administrator.

5.10 Exclusive Collection Area

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

The Municipality finds that granting exclusive authority for municipal waste and recycling services serves a valid public purpose and is necessary to protect public health, safety, and welfare for the following reasons:

Findings

The governing body of the Municipality hereby finds and declares that:

- 1. The collection, recycling, transportation, and disposal of solid waste generated from residential, commercial, construction, and industrial sources directly affect the public health, safety, and welfare of the community.
- 2. Granting exclusive authority for municipal waste and recycling services promotes sanitary conditions, reduces illegal dumping, minimizes environmental harm, and ensures proper handling and disposal of waste and recyclable materials.

3. An exclusive waste and recycling system enables uniform compliance with applicable federal, state, and local environmental laws and facilitates effective municipal oversight and enforcement.
4. Exclusive service reduces duplicative collection routes, excessive vehicle traffic, fuel consumption, and roadway deterioration, thereby improving operational efficiency and controlling costs.
5. Designation of a single authorized provider establishes clear accountability for service quality, reliability, customer service, and regulatory compliance.
6. Exclusive service supports long-term planning and investment in equipment, infrastructure, recycling programs, and waste diversion initiatives that benefit the Municipality.
7. Inclusion of residential, commercial, construction, and industrial waste within a unified system ensures orderly development and consistent community standards.
8. The Municipality has the legal authority to regulate solid waste services and to grant exclusive service arrangements when reasonably related to public health, safety, and welfare.
9. The exclusivity established by this ordinance is limited in duration to five (5) years (Contract Terms), plus extensions if granted (Extension Term), and does not create a permanent franchise or vested right.

Exclusive Service Provider.

The Municipality hereby designates a single authorized provider for the collection, transportation, recycling, and disposal of solid waste and recyclable materials within the municipal limits.

Scope of Services.

The exclusive services covered by this ordinance include solid waste and recycling generated from residential, commercial, construction, and industrial sources, as further defined by municipal code, regulation, administrative policy, of Service Definitions herein defined.

Exclusive Rights.

For a period of five (5) years from the effective date of this ordinance (Term Contract), or any extensions that are granted (Extension Contract), no person or entity other than the authorized provider shall collect, transport, recycle, or dispose of solid waste or recyclable materials within the Municipality, except as expressly permitted by this ordinance or required by law.

Prohibited Activities.

It shall be unlawful for any unauthorized person or entity to collect, transport, recycle, or dispose of solid waste or recyclable materials within the Municipality during the exclusivity period.

Exceptions.

This ordinance does not apply to:

5. Property owners or businesses that lawfully self-haul their own waste or recyclable materials in compliance with applicable law;

6. Hazardous waste, medical waste, or other waste streams regulated separately under state or federal law;
7. Emergency or temporary services necessary to protect public health or safety; or
8. Activities required to be performed by another entity pursuant to state or federal law.

Enforcement.

The Municipality may enforce this ordinance through civil fines, penalties, injunctive relief, the City’s Code of Ordinances Section 1-1-6. - General penalty; continuing violations, or other remedies authorized by law.

VI. REPORTING REQUIREMENTS

6.1 Reports Generally; Format. Contractor shall provide to City the reports or notifications to the City’s Contract Administrator described in this Article VI in addition to any daily reports required by this Contract. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.

6.2 Monthly Reports. Not later than the tenth (10th) of each month during the term of this Contract, Contractor shall deliver to the City Administrator in the agreed format a report relating to the collection activity during the prior calendar month (“Monthly Reports”). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum, the following information:

- (a) Number of Residential Units served.
- (b) Number of Commercial Units served.
- (c) Tonnage of Waste collected during the month and delivered to the Disposal Facility, broken down by collection from Residential Units, Commercial Units, and Industrial Units;
- (d) Tonnage of Residential Recycling Materials collected and delivered to the Disposal Facility;
- (e) Residential Recycling Participation Rate, being the percentage of Residential Units participating in recycling collection services;
- (f) Summary of motor vehicle accidents or moving violations involving Contractor’s vehicles occurring while providing services under the Contract during the month;
- (g) Summary of property damage claims or personal injury claims received by Contractor during the month as a result of providing services under the Contract, even if the events giving rise to such claim occurred in a prior month; and
- (h) List of Customer complaints received by Contractor arranged and listed by category, including the date the complaint was received, the address of the complainant, the address

of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.

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

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

The obligation to submit the Annual Report for the last Contract Year shall survive the termination or expiration of this Contract. City may withhold payment of balances due to Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Contract.

VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE

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

- (a) Distribute a professionally prepared brochure to each Residential Unit at least one (1) time approximately four (4) weeks prior to the Commencement Date, which brochure shall, at a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Yard Waste, and Household Hazardous Waste collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide the City with a sufficient number of additional printed copies and an electronic copy of the above-described brochure to allow City to provide to people requesting such information;

- (c) Coordinate with and supply all information reasonably requested by City's Manager or Public Works Director to facilitate City's efforts to notify Residential Customers of this transition and

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

VIII. CONTRACTOR RESPONSIBILITIES

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

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees;
- (f) Paying to City not later than the thirtieth (30th) day after the Effective Date the one-time reimbursement of City's costs for the development of the RFP and the Contract Documents including, but not limited to, this Contract, the estimated total of which is \$41,630, but which may exceed said amount;
- (g) Complying with applicable laws and regulations;
- (h) Performing all work in a timely, thorough, and professional manner;
- (i) Disposing of all collected MSW at a permitted MSW Landfill;
- (j) Processing and marketing Recyclable Materials collected by Contractor from Residential Units;

- (k) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (l) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

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

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

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

8.4 Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way.

Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

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

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

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

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

8.7 Damage to Property. Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor's officers or employees. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Manager and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Manager, the City Manager may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

IX. LIQUIDATED DAMAGES

9.1 Generally. In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor. Contractor shall not be fined for unverified complaints, and no fines should be imposed during a force majeure event. The City shall be required to notify Contractor of any alleged unexcused complaint and Contractor shall have an opportunity to investigate and cure if the complaint is valid. The Contract shall provide that CITY may charge Liquidated Damages to Contractor in accordance with the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event Contractor wishes to contest any Liquidated Damages

assessment, Contractor will be authorized to request in writing a meeting with CITY Manager or his designee to attempt to resolve the issue. In the event Contractor wishes to contest a decision by CITY Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that CITY Manager or his designee requests a hearing date before CITY Manager to present its defense to such assessment. CITY Manager will notify Contractor in writing of any action taken concerning Contractor's claims.

The sum of money thus deducted or charged as Liquidated Damages is not to be considered as a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages, representing a reasonable estimate of damages, or a reasonable forecast of just compensation, because the harm caused by the breach is incapable or extremely difficult of estimation due to the public nature of the work and the likely loss to be sustained by the CITY and the general public, estimated at or before the time of executing this Contract. Further, the parties acknowledge the CITY's paramount purposes and duty to protect the "public fisc" and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and Liquidated Damages shall be construed as bridgeable and acceptable as a matter of law and public policy and shall be calculated and construed in favor of the CITY.

Should the CITY neglect or opt not to enforce a claim of Liquidated Damages for any given breach on any given date or time, it shall not remove or limit the ability of the CITY to enforce such claim retroactively or in the future.

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

- (q) Missed collection: \$100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates;
- (r) If a missed collection has not been collected within the time required by Section 8.1(k): \$100 per occurrence per day;
- (s) \$500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint;
- (t) Commencement of residential collection prior to 7:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (u) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (v) Failure to complete a majority (50%) of the collections on a given day: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.);

- (w) Failure to maintain a vehicle in a manner consistent with the Contract: \$100 for each incident;
- (x) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address;
- (y) Failure to resolve properly reported bona fide Customer complaints within one business : \$200 for each incident;
- (z) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: \$250 per report per calendar day delinquent;
- (aa) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted;
- (bb) Failure to return carts and containers to approximately original collection location: \$50 each incident, for each affected address;
- (cc) Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$50 each incident;
- (dd) Failure to be prepared to perform services on or after the Commencement Date: \$ 3,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor;
- (ee) Failure to deliver or replace carts for any reason within five (5) business days of written notification: \$50 per incident per affected address;
- (ff) Contractor commingling Recyclable Materials with MSW: \$ 1,000 for each incident.
- (gg) Disposal of Recyclable Materials to a site other than a proper recycling facility: \$ 2,000 for each incident.

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

X. CITY’S REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties. City hereby makes the following representations and warranties to and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract.

- (b) City has duly authorized the execution and delivery of this Contract, and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 17.05, below.

XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

11.1 Residential Customer Billing; Payment for Service.

- (a) City shall provide billing for Residential Customers during the term of this Contract. Billing for Residential Customers shall consist of the Rate charged by the Contractor plus a ten (10%) franchise fee
- (b) Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month.
- (c) Based on the number of Residential Customers reported by City, Contractor shall deliver to City an invoice setting forth sums due by City to Contractor for services rendered to Residential Customers under this Agreement.
- (d) The CITY's policy is that it will only pay Contractor via an ACH and/or EFT. Contractor should work with the City Manager or his/her designee to set up a vendor account with the CITY thirty (30) days prior to the first billing cycle.

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

Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

11.3 Commercial Customer Billing.

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

11.4 Franchise Fee. Contractor shall pay to CITY a franchise fee equal to ten percent (10%) of all amounts paid by Commercial and fifteen (15%) of all amounts paid by Industrial Customers within the CITY to whom Contractor provides services pursuant to the authority granted by this Contract (“the Franchise Fee”).

The Franchise Fee constitutes a payment to CITY for the right of Contractor to use CITY’s streets, alleys, and rights-of-way in providing the services described in this Contract. Contractor shall have the right to pass the Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed ten percent (10%) of the amounts billed to the Commercial and fifteen percent (15%) of the amounts billed to Industrial Customer, excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to CITY as follows:

- (a) Franchise Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were actually provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Franchise Fees to CITY not later than April 30, 2026, for payments received by Contractor during the month of March 2026 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise Fees after termination of this Contract for any and all services provided prior to termination of this Contract. CITY may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the CITY pursuant to this Contract regardless of Contractor’s failure to elect to pass through the cost of the Franchise Fee to Customers. It is the CITY’s policy is that it will only receive payments from Contractor via an ACH and/or EFT. Contractor should work with the City Manager or his/her designee to set up a vendor account with the CITY thirty (30) days prior to the first payment cycle.

11.5 **Sales Taxes.** Contractor shall obtain a separate Sales Tax Permit for Universal City and submit their State Sales Tax indicating the Sales Tax collected in Universal City. This procedure allows the City of Universal City to receive the sales tax collected in lieu of any other city.

XII. TITLE TO WASTE MATERIAL

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

XIII. CONTRACTOR'S PROPERTY

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

XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

XV. TERMINATION OF CONTRACT

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

expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

- 15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors.** City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.
- 15.3 Termination by Mutual Agreement.** If City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.
- 15.4. Termination for Non-Appropriation of Funds.** Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30th occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1st for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.
- 15.6 Right of Contractor to Terminate.** If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the Residential Waste Collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:
- (a) to terminate this Contract, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or
 - (b) to continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

If such injunction is applicable to any services provided under this Contract other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Contract but shall not be authorized to terminate the provision of Residential Waste Collection services, or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 17.05, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

XVI. DEFENSE OF SUITS

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

XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

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

XVIII. INSURANCE

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

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

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

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

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

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

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

XIX. PERFORMANCE BOND

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

XX. INDEMNITY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD CITY (AND ALL OF CITY'S REPRESENTATIVES, OFFICERS AND EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF

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

XXI. MISCELLANEOUS

- 21.1 **Entire Agreement; Priority of Documents.** This Contract, along with the Contract Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Contract. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Contract Document indicates otherwise by use of the phrase "notwithstanding anything in the Contract Documents to the contrary" or similar phrase: (i) this Contract, including any subsequent amendments to this Contract, (ii) the RFP; and (iii) Contractor's Response to the RFP.
- 21.2 **Assignment.** Contractor may not assign this Contract without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so

long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by a lender to Contractor without the consent of City.

- 21.3 **Successors and Assigns.** Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.
- 21.4 **Governing Law.** The laws of the State of Texas shall govern this Contract; and the venue for any action concerning this Contract shall be in the state district courts of Bexar and Guadalupe Counties, Texas. The Parties agree to submit to the personal jurisdiction of said Court.
- 21.5 **Amendments.** This Contract may be amended only by the written agreement of the Parties.
- 21.6 **Severability.** If any one or more of the provisions contained in this Contract, inclusive of the Contract Documents, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 21.7 **Independent Contractor.** All services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract.
- 21.8 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. or certified mail with return receipt, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefore.

If intended for City:

With Copy to:

City Manager City of Universal City

Kim M. Turner
2150 Universal City Blvd
Universal City, Texas 78148

If intended for Contractor:

ATTN: General Manager

- 21.9 Counterparts.** This Contract may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.
- 21.10 Compliance with Federal, State & Local Laws.** The Parties shall comply in the performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.
- 21.11 Force Majeure.** No Party will be liable for any default or delay in the performance of its obligations under this Contract, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic, or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.
- 21.12. Proposal Representations.** Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.
- 21.13 Confidentiality Regarding Waste Material.** Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 21.14 No Waiver for Delay.** The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 21.15 Effective Date.** The effective date of this Contract is the date upon which it is signed by the authorized representatives of both Parties (the "**Effective Date**").
- 21.16 Non-discrimination.** In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
- 21.17 Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

21.18 Statutory Verifications. Contractor verifies that:

- (a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Contractor represents that the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Contractor hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- (d) The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in

the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

21.19 Form 1295. In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The inclusions of this provision shall constitute a request on the part of the City for a copy of the form. Therefore, the parties acknowledge, that if Section 2252.908 applies, Contractor shall be in non-compliance if the form is not provided within 10 days of the execution of this agreement. The form can be found at www.ethics.state.tx.us. Form 1295 is also required for any and all contract amendments, extensions, or renewals. Prior to execution of this Contract and any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Signatures on Following Page

SIGNED AND AGREED on _____, 2026.

CITY OF UNIVERSAL CITY, TEXAS

By: _____
Kim M. Turner, City Manager

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Matthew Lloyd Grove, City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.

SIGNED AND AGREED on _____, 2026.

By: _____

Name: _____

Title: _____

EXHIBIT A

RESIDENTIAL RATES

COMMERCIAL FRONT LOAD RATES

Rates include disposal costs

Size	1x	2x	3x	4x	5x	6x	extra
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							
10 yard							
4yd Recycle							
6yd Recycle							
8yd Recycle							

Casters (fee per month per container) \$ per month
 Locks (fee per collection per container) \$ per collection
 Enclosures (fee per collection per container) \$ per collection

Roll-Off – Temporary- EXCLUSIVE TO CONTRACTOR

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

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

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

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton
32 yd SC**			
34 yd SC**			
40 yd Receiving Container			

Relocate/Block Fee \$
 Wash Out \$

EXHIBIT “B”

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

Building	Address	Service	Frequency
City Hall	2150 Universal City Blvd	8 cubic yard	2 x per week
City Hall Recycle	2150 Universal City Blvd	8 cubic yard	2 x per week
Animal Control	134 Athenian	4 cubic yard	3 x per week
Library	100 Northview	3 cubic yard	2 x per week
Olympia hills golf course	12900 Mt. Olympus	8 cubic yard	4 x per week
Olympia hills rec cycle	12900 Mt. Olympus	8 cubic yard	1 x per week
Public Works Yard	265 Kitty Hawk	2 30 cubic yard roll off containers pulled 180 times per year. No haul shall exceed 8 tons. Any hauls over 180 in a year will be charged to the City at the regular rate	These halls will be scheduled through contact with the hauler.
Fire station	2160 universal city Blvd.	8 cubic yard	2 x weekly
Neville clubhouse	368 wagon crossing	4 96-gallon carts	2 x weekly
Golf course maintenance Blvd.	12900 Mt. Olympus	2 30 cubic yard roll off containers pulled 24 times per year. No haul shall exceed 8 tons. Any hauls over 24 in a year will be charged to the city at the regular rate	

Note – If Council chooses to make residential collection 1 x per week, the number of carts at the Neville Clubhouse will be doubled and the collection frequency will be 1 x per week.

Special Event	Address	Service	Frequency
Fall/ spring cleanup	265 Kitty Hawk	6 40 cubic yard roll offs two times per year; maximum of 72 free halls annually	
October pumpkin patch	2150 Universal City Blvd	14-16 96- gallon carts	Monday and Thursday curbside collection at Fire Department. Universal City staff coordinates time of collection for approximately 45 days from the last week of September through the 1st week of November
Snow Fest February, one week only)	305 N Blvd.	1 20 cubic yard roll off on field #2 **Plus 96-gallon totes (14-16) stored by City for events.	Universal City staff coordinate time with contractor for drop and pick up. There is only one haul on the roll off, the contractor will empty all carts when the event is over.
Nonprofit donation (\$14,000)	checks will be made out to the organization and delivered to the city finance department for distribution	\$2000 each for the following: Homes for Homeless, Universal City CPAAA, Parks Partners, Friends of the Library, \$4,000 for Snowfest Sponsorship	
Christmas tree lighting	2150 universal city Blvd.	Approximately 10 96-gallon carts	The Universal City staff coordinates time with the contractor for approximately one week in

			December for two times per week collection of these carts
Christmas tree disposal	265 Kitty Hawk		annually, approximately December the 26th through January 8. Have to adjust for weekends and what day the holidays fall on. Epiphany is 12 days after Christmas

The city stores 14 to 16 96-gallon carts and uses them for Pumpkin Patch, Tree Lighting, And SnowFest. Currently, we set a schedule with the contractor for these carts to be picked up on specified Mondays and Thursdays curbside at City Hall for Pumpkin Patch And Tree Lighting. If the Council opts to go for one time per week residential pickup there may be a need for more carts so that the one-time per week collection coincides with the pickup day in that neighborhood. These carts are also used for the SnowFest in February. Universal City staff transports them to Universal City Park, then lines them up to be picked up by the contractor on the Monday after the event.

The Pumpkin Patch and Christmas Tree Lighting Event should also include unisex ADA restroom services if available from the contractor.