

# **REQUESTS FOR PROPOSALS**

for

**Municipal Solid Waste, Recycling and Yard Waste Collection Services**

**Issued September 9, 2021**

by



300 East Locust Street, Suite 100  
Des Moines, IA 50309  
(515) 244-0021

**Proposal Deadline: 4:00 p.m. CST, October 8, 2021**

## **Table of Contents**

- I. OVERVIEW**
- II. BACKGROUND**
- III. KEY DATES FOR THIS PROPOSAL**
- IV. SERVICE OVERVIEW**
- V. SERVICE DESCRIPTION**
- VI. PROPOSAL INSTRUCTIONS**
- VII. CONTRACT FOR WORK**
- VIII. INSURANCE, LICENSING, STAFFING, EQUIPMENT REQUIREMENTS**
- IX. SELECTION CRITERIA**
- X. PROPOSAL SUBMISSION REQUIREMENTS**
- XI. MWA CONTACT PERSON**

## **Tables**

- Table 1 Eligible Households by Communities**
- Table 2 Spring Cleanup Tonnage per Community**
- Table 3 Solid Waste Collected Annually**
- Table 4 Current Recycling Collection Day and Lid Color**
- Table 5 Recyclables Collected Annually in MWA Curb It! Program**
- Table 6 Yard Waste Collected Annually in MWA Compost It! Program**
- Table 7 Member Facilities Collected at No Charge**

**Attachment 1 – Draft Agreement “Municipal Solid Waste, Recycling and Yard Waste Collection**

**Services”**

**Attachment 2 – RFP Forms A through I**

## **SECTION I. OVERVIEW**

Metro Waste Authority (MWA) is seeking proposals from qualified haulers experienced in the collection of residential solid waste (garbage), bulky waste, recyclable waste, and yard waste.

MWA is a 28E agency that oversees collection contracts on behalf of its member communities. For 23 years, MWA has created a regional approach to the management of residential collection services, to create consistency in solid waste services across the suburbs in the Metro and to achieve economies of scale. MWA is an extension to the cities that elect to utilize our contract management services regarding all topics associated with waste. To date, MWA holds independent contracts for solid waste, recycling, and yard waste. All existing contracts will expire June 30, 2022, allowing for a unique opportunity to bundle all three services together, so one hauler can provide all collection services for a community. This will provide optimal deliverables for operations and customer care.

MWA is the Authority, which holds the contract and oversees the Contractor's performance on behalf of 23 communities, pertaining to solid waste, recycling, and yard waste.

## **SECTION II. Background**

MWA provides waste processing and disposal service to all of the incorporated communities in Polk County (excluding the City of Des Moines), to the unincorporated areas of Polk County, and to three communities in neighboring counties. Due to many factors, cities elect to participate varying combinations of contract management services offered by MWA. There are five communities that only subscribe to the recycling program. These communities will appear in the bid response as an alternate bid option.

A small number of eligible households throughout the service area receive a higher level of refuse collection because residents qualify for Exceptional Service (elderly, handicapped, or somehow deemed unable to get cart to the curb). Proposers should expect to provide Exceptional Service to those residences if and/or when residences are identified and approved by MWA.

Please review Tables 1-5 enclosed to receive community-specific and or program-specific data, including eligible house counts and overall tonnage.

Please review Draft Agreement for accepted and unaccepted material in the solid waste, recycling, and yard waste program.

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### SECTION III. KEY PROPOSAL DATES

September 9, 2021	Issue Request for Proposal
September 17, 2021	Pre-bid Meeting at 1:30 PM MWA Central Office, 300 E. Locust St., Suite 100 – or – Virtually via Zoom, info available: <a href="http://www.whereshouldgo.com/RFP">www.whereshouldgo.com/RFP</a>
September 21, 2021	Addenda #1 Issued
September 28, 2021	Last Day for Questions
October 1, 2021	Final Addenda Issued (if needed)
October 8, 2021	Bids Due
November 5, 2021	Finalize Bid Review
December 3, 2021	Bid Recommendation and Community Review
December 15, 2021	Contracts at MWA Board for Approval
April 4, 2022	Yard Waste Collection Services Begin
July 1, 2022	Solid Waste and Recycling Services Begin

### SECTION IV. SERVICE OVERVIEW

The selected Contractor shall furnish all personnel, labor, equipment, and necessary requirements to meet or exceed expectations identified in the draft agreement to provide the collection, removal, and disposal of waste generated by the cities' residents and cities' facilities.

Specific services include:

- Weekly household solid waste collection, transportation, and disposal.
  - Weekly bulky waste collection and disposal.
  - Weekly appliance collection and disposal.
  - Annual spring clean-up.
  - Every other week recyclable waste collection and transportation to an Authority-specified disposal facility. Weekly collection will be considered based on alternate bid responses to this proposal.
  - Weekly yard waste collection, hauling disposal, and disposal from the first full week of April through the last full week of November each year. Identical services will be provided for a two-week period identified after the Christmas holiday for tree and yard waste pick-up and disposal.
  - The collection of solid waste and recyclable waste from the cities' owned or operated facilities identified in the contract, at no additional costs to the cities.
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- Curbside contamination monitoring and documentation to ensure appropriate residential use of recycling and yard waste programs for disposal of approved material.

## **SECTION V. SERVICE DESCRIPTION**

The Contractor will be responsible for collection, hauling, and disposal of solid waste. Residents will place carts or bags at the curb. Solid waste shall be collected on designated collection days. Material shall be delivered to an approved landfill or transfer station. Hauler will assume the cost of the disposal rates.

The Contractor will be responsible for collection and hauling of recyclable waste. MWA will evaluate once per week and every other week collection through the responses to the RFP. Recyclable waste will be placed by residents into a cart, which the residents will place at the curb and shall be collected on designated collection days. All recyclables shall be recycled in compliance with Iowa law. The material will be processed at MWA's Material Recovery Facility at 4185 SE Beisser Drive in Grimes. Anticipated hours of acceptance of material are Mon-Fri 7:00 AM to 4:30 PM with hours of operations to be determined with collection delay caused by inclement weather and holidays. Contractor will not be responsible for cost associated with processing fees.

MWA will provide solid waste, recyclable, and yard waste carts (for residents who elect to purchase a cart for yard waste), which will be owned by, delivered by, and maintained by MWA.

The Contractor shall be responsible for collection, hauling, and disposal of collected yard waste. Yard waste shall be collected on designated collection days during the month of April through November of each year, in addition to the two-week period following the Christmas holiday. Residents will obtain and use proper bags, stickers, and carts for disposal of yard waste. The disposal location will be: MWA Metro Compost Center, 12181 NE University Avenue, Mitchellville, Iowa. Disposal hours will be: Mon-Fri: 6:30 AM – 4:30 PM, Sat-Sun: 8:00 AM-1:00 PM (Nov-Mar) and 7:00 AM – 2:00 PM (Apr-Oct). Contractor will be compensated per ton of material collected and delivered.

Residents will place bulky waste at the curb on their regular collection day to be collected by the contractor. Collection will be compensated through extra trash (\$1) and large item (\$5) stickers adhered to bulky waste items according to parameters defined by MWA. A bulky waste item deemed too large to collect with the regular collection vehicle shall be collected within 24 hours or during the next scheduled shift. Material shall be delivered to an approved landfill or transfer station. Hauler will assume the cost of the disposal rates.

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Appliances will be set out by residents on a scheduled collection day, pre-set by hauler and MWA, with seven large item stickers (\$35). Appliances shall be collected and disposed of in accordance with applicable laws and regulations. The disposal location will be: MWA Metro Park East, 12181 NE University Avenue, Mitchellville, Iowa. Disposal hours will be: Mon-Fri: 6:30 AM – 4:30 PM, Sat-Sun: 8:00 AM-1:00 PM (Nov-Mar) and 7:00 AM – 2:00 PM (Apr-Oct). Contractor will assume the cost of the disposal rates and will be compensated quarterly based on sticker revenue as detailed further in the Agreement.

The Contractor shall provide labor and equipment for the annual spring cleanup. Contractor will assume the cost of the disposal rates.

The Contractor shall provide free solid waste and recyclable collection services, hauling, and disposal for all city owned facilities including but not limited to city hall, public works, public safety, parks, etc. A current list is included in Table 7 but is subject to change based on city changes to their facilities.

Contractor shall dispose of all waste streams at the designated location outlined in the draft agreement, or as directed by MWA.

Contractor's personnel shall always act in a professional, courteous manner. The Contractor shall provide an adequate number of well-maintained vehicles which shall be leak-proof, of easily cleanable materials and maintained in good repair. The Contractor shall carry insurance policies required by MWA and provide a performance bond (or credit line) to MWA as outlined in the draft agreement.

The Contractor will invoice MWA for all residential solid waste and recyclable services. In turn, MWA will invoice respective cities.

Specific contract requirements and detailed performance expectations are outlined in the attached Draft Agreement. Proposers should carefully review the service expectations.

## **SECTION VI. PROPOSAL INSTRUCTIONS**

1. MWA may cancel this RFP in whole or in part or may reject all proposals submitted. MWA reserves the right to procure only some services outlined in this RFP. MWA reserves the right to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration(s) other than proposed price, and to
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negotiate specific work elements with a Proposer into a scope of work of lesser or greater cost than described in this RFP or in the Proposer's proposal.

2. Proposer shall submit five (5) copies of all required submission materials in an envelope clearly marked "Residential Collection Services." A USB "thumb drive" shall also be submitted with an electronic copy of the proposal.
  3. All Proposers must complete Forms A through H as contained within this RFP packet.
  4. MWA may request that supplementary information be furnished to assure that the Proposer has the technical competence, the business and technical organization, personnel and equipment and financial resources adequate to successfully perform the work.
  5. All Proposals must be presented in an organized and clear manner.
  6. Each Proposer shall acknowledge receipt of all addenda issued to the RFP by completing Form H and indicating in their proposal which addenda were received.
  7. Each proposal shall be signed by an official of the company submitting the proposal. Each proposal shall affirmatively state in Form C that the signor has the authority to bind the Proposer for any and all work contained in the proposal.
  8. Proposers shall indicate in their submittal that their proposal, including any pricing, shall be valid for a period of 120 days after submittal.
  9. All costs involved in preparing the proposal will be borne by the Proposer.
  10. All responses are to include a statement that the Proposer accepts the attached Draft Agreement and understands all sections and provisions of the Draft Agreement. Exceptions, if any, shall be noted in a "redlined" version of the Draft Agreement, which shall be attached to Form G of the proposal.
  11. Proposals which are incomplete, conditional, or obscure will be rejected. No award will be made to any Proposer that cannot satisfy MWA that it has sufficient ability and sufficient capital to enable it to meet the requirements of the RFP. MWA's decision or judgement on these matters shall be final, conclusive, and binding.
  12. Any proposals received after 4:00 on October 8, 2021, may, at the sole discretion of MWA, be determined unresponsive and returned unopened to the Proposer.
  13. Evaluation of the proposals will be conducted by MWA's Proposal Review Committee using the evaluation criteria identified in Section XII.
  14. This RFP will be referenced in any Contract for Work presented to the recommended Proposer.
  15. Proposers with specific questions about this RFP should contact Leslie Irlbeck, Deputy Director, MWA, at [lir@mwatoday.com](mailto:lir@mwatoday.com). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an Addendum will be issued to all firms expressing an interest in this project.
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16. MWA reserves the right to accept or reject any or all proposals, waive formalities in the proposals and make an award deemed to be in the best interest of MWA and its communities. Having the lowest bid does not guarantee a Proposer will be selected for the contract.

## **SECTION VII. CONTRACT FOR WORK**

This RFP and any Addenda to the Proposal will become part of the final Contract. The services that the selected Proposer will be required to perform are specified in the Draft Agreement “Municipal Solid Waste, Recycling, and Yard Waste Collection Services.” A final version of the Contract shall be executed with MWA.

The Draft Agreement should be carefully reviewed by all Proposers. The draft Contract provides the detailed terms, conditions, and scope of services that will define the contractual arrangements between MWA and the Proposer selected through this RFP process.

## **SECTION VIII. INSURANCE, LICENSING, STAFFING, EQUIPMENT REQUIREMENTS**

The Proposer shall closely review the insurance, licensing, staffing, and equipment requirements outlined in detail in Draft Agreement “Municipal Solid Waste, Recycling, and Yard Waste Collection Services.”

## **SECTION IX. SELECTION CRITERIA**

Proposals will be evaluated by a committee. Those proposals that meet all the minimum requirements as outlined in this RFP and are determined to be both responsive (those that offer all the services requested in the RFP and contain all the required information) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the process described below.

The Committee will use a ten-point rating scale for each of the eight evaluation criteria listed below, with a score of 1 being low and a score of 10 being high. The proposal generating the largest total score will be determined to be the most responsive and, most likely, will be recommended for award.

MWA reserves the right to award the contract to the most responsive and responsible proposal which best meets MWA’s needs, considering proposal quality and price. MWA reserves the right to procure only some services outlined in this RFP.

MWA reserves the right to negotiate modifications of proposals submitted, to accept part or all the proposals based on consideration(s) other than proposed price, and to negotiate specific

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work elements with a Proposer into a scope of work of lesser or greater cost than described in this RFP or in the Proposer's proposal.

The criteria for evaluation include:

1. Qualifications and Experience with solid waste, recyclable waste and yard waste collection and disposal
2. Demonstrated understanding of the scope of work and approach to the project
3. Customer service provided to past and existing customers
4. Staff and equipment availability, including capacity to perform scope of work
5. Proposed prices
6. Compliance with Draft Agreement "Municipal Solid Waste, Recycling, and Yard Waste Collection Services"
7. References and recommendations from current and prior customers
8. Completed RFP Forms

#### **SECTION XI. MWA CONTACT PERSON**

Leslie Irlbeck

Deputy Director

[lir@mwatoday.com](mailto:lir@mwatoday.com)

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*Contractor understands that the information herein is provided for historical context as MWA will not and does not guarantee a minimum or maximum tonnage to be collected under this contract.*

**Table 1**  
Eligible Households by Communities

<b>Community</b>	<b>House Counts</b>	<b>Service(s)</b>
Alleman	158	Recycling
Altoona	6,095	Garbage, Recycling, Yard Waste
Ankeny*	21,272*	Garbage*, Recycling, Yard Waste
Bondurant	2,389	Garbage, Recycling, Yard Waste
Carlisle**	1,444**	Garbage**, Recycling, Yard Waste
Clive	5,706	Garbage, Recycling, Yard Waste
Elkhart	317	Recycling
Grimes	4,196	Garbage, Recycling, Yard Waste
Hartford	295	Recycling
Johnston	6,598	Garbage, Recycling, Yard Waste
Mingo	115	Recycling
Mitchellville	583	Garbage, Recycling, Yard Waste
Norwalk	4,473	Garbage, Recycling, Yard Waste
Pleasant Hill	3,335	Garbage, Recycling, Yard Waste
Polk City	1,956	Garbage, Recycling, Yard Waste
Prairie City	580	Recycling
Runnells	170	Garbage, Recycling, Yard Waste
Unincorporated Polk County	9,150	Recycling
Urbandale	14,888	Recycling
West Des Moines	14,493	Garbage, Recycling, Yard Waste
Windsor Heights	2,003	Garbage, Recycling, Yard Waste

*\*Ankeny under consideration for garbage services*

*\*\*Carlisle garbage services will begin July 1, 2023*

**Table 2**  
Spring Cleanup Tonnage per Community

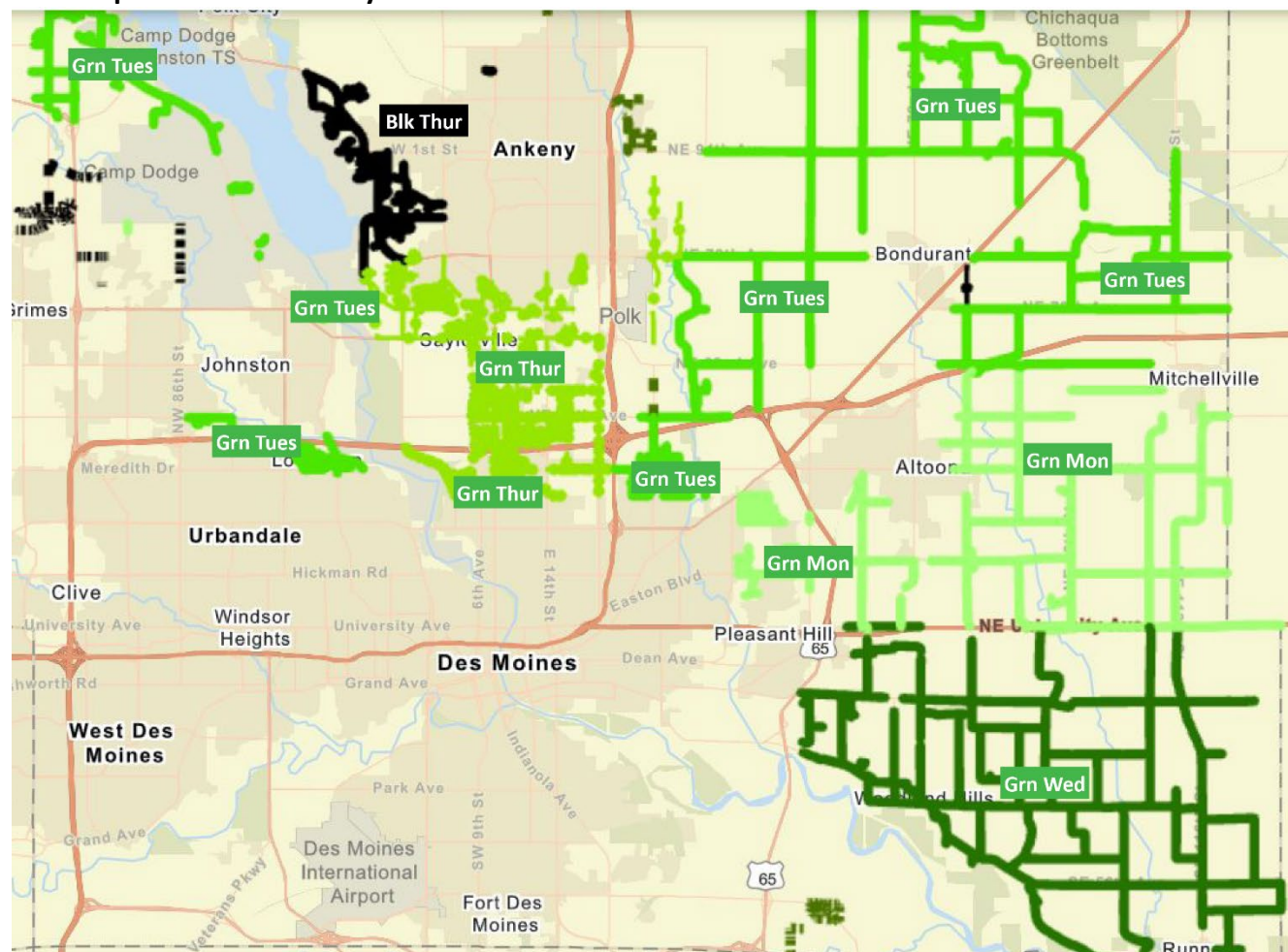
	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Altoona	120.76	149.02	202.25	203.88	259.73
Bondurant	81	113	136	75	86
Clive	178.65	181.63	205.25	184.25	168
Grimes					124
Johnston	113.79	114.31	148.3	188.54	141
Mitchellville	37.54	34.16	58.29	35.45	44.17
Norwalk	135	141	178	204	189
Pleasant Hill	75.04	78.34	56.82	78.33	80.59
Polk City					68
Runnells	23.72	6.29	9.44	17.16	15.68
West Des Moines	454	458	536	470	429
Windsor Heights	67	84	72	70	70

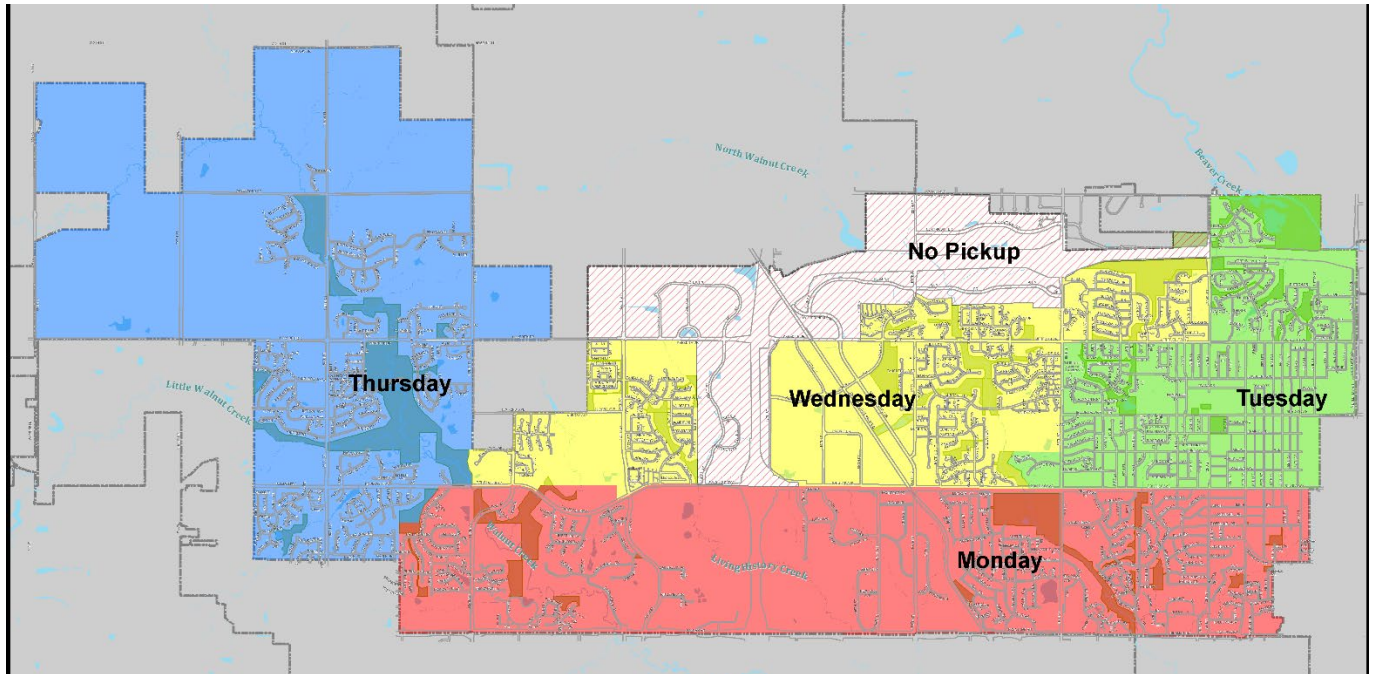
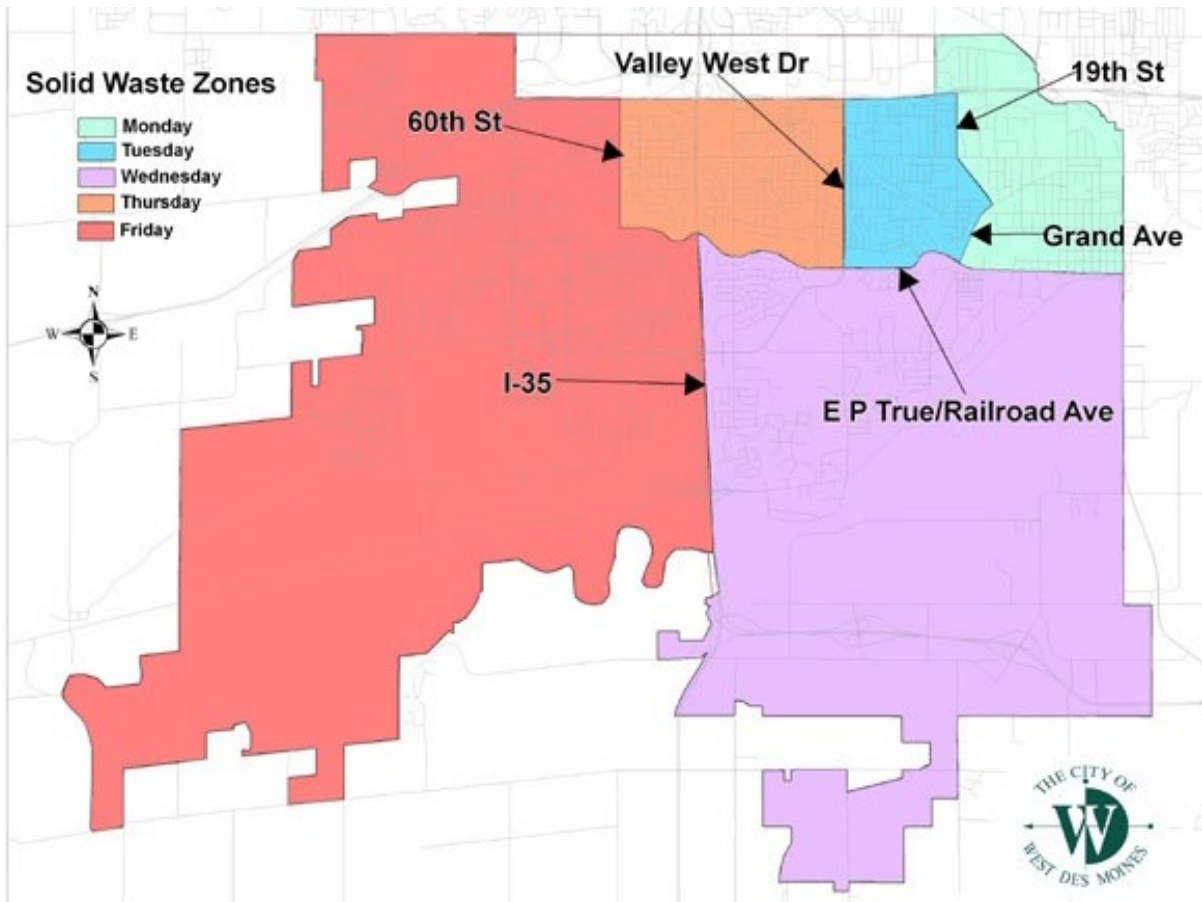
**Table 3**  
Solid Waste Tonnage Collected Annually

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Altoona	4,686.91	4,860.38	5,204.72	5,705.73	5,154.22
Bondurant	1,547.74	1,648.53	1,985.8	2,345.55	1,305.64
Clive	3,606.84	4,622.37	4,865.58	5,099.23	5,266.61
Grimes					3,729.99
Johnston	4,197.73	5,153.93	5,981.32	6,386.03	6,146.23
Mitchellville	599.62	487.51	555.01	597.11	574.27
Norwalk	3,184.85	3241	3,537.32	4,035.11	2,597.04
Pleasant Hill	2,945.19	2255.15	2,838.52	3,044.7	2,609.15
Polk City					1,855.76
Runnells	318.51	148.21	161.2	171.08	166.6
West Des Moines	11,094.17	10,963.64	11,239.8	11,859.84	1,2403.04
Windsor Heights	1,102.7	1,567.94	15,83.57	1,849.81	1,093.25

**Table 4**  
Existing Collection Day and Recycling Lid Color

<b>City</b>	<b>Day</b>	<b>Location</b>	<b>Lid Color</b>
Alleman	Fri		Green
Altoona	Mon	South of railroad	Green
	Tue	North of railroad	
Ankeny	Thurs	South of 1st St	Green
	Fri	North of 1st St	
Bondurant	Wed		Black
Carlisle	Fri		Green
Clive	Thurs	West of I-80/35	Black
	Fri	East of I-80/35	
Elkhart	Tues		Green
Grimes	Mon	South of Hwy 44	Black
	Tues	North of Hwy 44	
Hartford	Mon		Green
Johnston	Mon	West of 86th St	Green
	Tues	East of 86th St	
Mingo	Wed		Black
Mitchellville	Wed		Green
Norwalk	Tues	West of Hwy 28/Sunset Dr	Green
	Wed	East of Hwy 28/Sunset Dr	
Pleasant Hill	Wed		Green
Polk City	Fri (Rec) or Wed (trash)		Black
Prairie City	Thurs		Green
Runnells	Wed		Green
Unincorporated Polk Co.	Mon-Fri	(see map)	(see map)
Urbandale	Mon-Fri	(see map)	Black
West Des Moines	Mon-Fri	(see map)	Black
Windsor Heights	Fri		Black

**Unincorporated Polk County:**

**Urbandale:****West Des Moines:**

**Table 5**

Recyclables Tonnage Collected Annually in MWA Curb It! Program

2017	2018	2019	2020	2021
17,586.93	17,160.34	17,670.99	18,700.87	19,576.83

**Table 6**

Yard Waste Tonnage Collected Annually in MWA Compost It! Program

2017	2018	2019	2020	2021
3,338.77	4,976.43	5,615.26	6,413.25	6,161.19

**Table 7**

Member Facilities Collected at No Charge

Altoona	Service	Size	Frequency
Aquatic Park	1200 Venbury Dr.	2yd frontload	2xweek
		8yd frontload recycling	on call
Library	700 8th St. SW	2yd frontload	1xweek
Senior Citizen	119 2nd St. SE	96gal trash + 96gal recycling	1xweek
Lions Park	500 SW 13th Ave.	3yd frontload	2xweek
Parks & Rec	110 1st Ave. S.	4yd frontload x 3	2xweek
		2yd frontload	1xweek
Waste Waste Co.	1108 SW 8th St.	3yd rearload	1xweek
Youth Complex	900 SE 8th St.	2yd, 3yd, 4yd, 6yd frontld (1 each)	2xweek
		8yd frontload	1xweek
		4yd frontload recycling	1xweek
New Water Plan	901 SW 17th Ave.	4yd frontload	2xweek
Fire Station	950 Venbury Dr.	2yd frontload	2xweek
Maintenance	406 SW 5th Ave.	4yd frontload	1xweek
Sports Park	7796 NE 38th Ave.	8yd frontload	1xweek
		8yd frontload	on call
		3yd frontload recycling	1xweek
	900 Venbury Dr.	3yd trash + 3yd recycling	2xweek



<b>Bondurant</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Fire Dept	101 Grant St. N.	95gal x 2	1xweek
Library	104. 2nd St. NE	95gl	1xweek
City Hall	200 2nd St. NE	95gal x 2	1xweek
Maintenance	200 2nd St. NE	8yd	1xweek
Blain St Shop	306 1 <sup>st</sup> St. NW	6yd	1xweek
Sports Complex	2100 JR Haines Pkwy	8yd	1xweek
Sports Complex	2100 JR Haines Pkwy	4yd	1xweek
Sports Complex	2100 JR Haines Pkwy	95gal x 10	1xweek
<b>Clive</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Public Work	2123 NW 111th St	6yd	2xweek
Aquatic Center	1801 NW 114th St.	8yd	2xweek
Dymond Public	8505 Harback Blvd.	8yd	2xweek
Campbell Park	12385 Woodlands Pkwy	8yd	2xweek
<b>Grimes</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Community Center	410 SE Main St.	4yd trash	1xweek
Library	200 N James St.	2yd trash	1xweek
<b>Johnston</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Library	6700 Merle Hay Rd.	3yd trash	1xweek
		3yd recycle	1xweek
Public Works	6400 NW Beaver Dr.	6yd trash	1xweek
		2yd recycle	1xweek
Crown Point	6300 Pioneer Pkwy	6yd trash	1xweek
		2yd recycle	1xweek
Simpson Barn	6169 Northglenn Dr.	6yd trash	1xweek
Johnston Parks	6300 Pioneer Pkwy	6yd trash	1xweek
Water Dept	6221 Merle Hay Rd.	2yd trash	1xweek
Public Safety Bldg	6373 Merle Hay Rd.	4yd trash	1xweek
		2yd recycle	1xweek
Fire Station	10225 NW 62nd Ave.	2yd trash	1xweek
Dewey Park	5225 NW 64th Pl.	3yd trash	1xweek
Terra Park	6400 Pioneer Pkwy	6yd trash	1xweek



<b>Mitchellville</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Sewer Pl	206 Cotton Ave. SW	6yd frontload	2xweek
Community Ctr	114 2nd St. NE	2yd frontload	1xweek
Ball Field	210 Jasper Ave. NE	4yd frontload	1xweek
City Park	207 Oak Ave. NE	2yd frontload	1xweek
Public Works	201 Cotton Ave. NW	4yd frontload	1xweek
Police Station	110 2nd ST. NE	2yd frontload	1xweek
<b>Norwalk</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Fire Station	1100 Chatham Ave.	2yd trash	2xweek
		2yd recycle	1xweek
Parks & Recreation	1104 Sunset Dr.	2yd trash	1xweek
City Hall	705 North Ave.	2yd trash	2xweek
Library	1051 North Ave.	95gal x 2	1xweek
Wildflower Park	1915 North Ave.	2yd trash	1xweek
City Shop	907 North Ave.	4yd trash	2xweek
		4yd recycle	1xweek
Pool	1112 E. 18th St.	4yd trash	1xweek (seasonal)
<b>Pleasant Hill</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
City Hall	5160 Maple Dr.	2yd frontload trash + 96gal	1xweek
City of Oakwood	4400 E. Oakwood Dr.	2yd rearload	1xweek
Library	5151 Maple Dr.	2yd + 4yd frontload trash	1xweek
		2yd frontload recycling	1xweek
Doanes Park	5050 Doanes Park Rd.	3yd frontload	1xweek
Public Works	5440 SE Vandalia Dr.	4yd frontload	1xweek
Little League	5000 Doanes Park Rd.	3yd frontload	1xweek
Police Dept.	6874 Martha L Miller Dr	3yd frontload	1xweek
<b>Polk City</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Community Room	309 Van Dorn St.	2yd trash	1xweek
Miller Park Shelter	401 Booth St.	2yd trash	1xweek
Library	1500 W. Broadway St.	2yd trash	1xweek
Maintenance Shop	301 E. Northside Dr.	2yd trash	1xweek
Sports Complex	1701 W. Bridge Rd.	3yd trash	1xweek

<b>Runnells</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Post Office	110 Brown St.	3yd rearload	1xweek
Area Park	110 Main St.	4yd rearload	1xweek
<b>West Des Moines</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Valley Junction	5th St.	30 Gallon cart x 40	2xweek
Public Works	560 S. 16th St.	6yd frontload x 2	1xweek
Library	4000 Mills Civic Pkwy	4yd frontload	2xweek
City Hall	4200 Mills Civic Pkwy	6yd frontload trash	2xweek
		6yd frontload recycling	1xweek
Police Station	250 Mills Civic Pkwy	6yd frontload	3xweek
Fire/EMS Station 21	3421 Ashworth Rd.	6yd frontload	2xweek
Westside Station 22	1801 68th St.	2yd frontload x 2	2xweek
Fire/EMS Station 17	1401 Railroad Ave.	2yd frontload + 3yd frontload	2xweek
Fire/EMS Station 18	5025 Grand Ave.	2yd frontload	1xweek
Fire/EMS/Westcom	8055 Mills Civic Pkwy	3yr frontload	3xweek
Waterworks Plant	1505 Railroad Ave.	6yd frontload	2xweek
Parks Maintenance	1421 Maple St.	6yd frontload trash x 6	2xweek
		6yd frontload recycling	1xweek
Holiday Park	1620 Holiday Park Rd.	6yd frontload	2xweek
Holiday Park	1620 Holiday Park Rd.	6yd frontload	2xweek
Holiday Park	1701 Railroad Ave.	2yd frontload	3xweek
Valley View	255 S. 81st St.	6yd frontload	2xweek
Rac Rivr Park	2500 Grand Ave.	6yd frontload x 3	2xweek
Racoon River Park	2500 Grand Ave.	4yd frontload	2xweek
Jordan Creek Park	4549 EP True Pkwy	6yd frontload x 2	2xweek
WDM EMS	8055 Mills Civic Pkwy	2yr frontload recycling	1xweek
Public Services	8850 Grand Ave.	4yd frontload traash x 4	2xweek
		6yd frontload recycling	1xweek
<b>Windsor Heights</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
City Hall	1145 66th St.	6yd trash	1xweek
Community Center	6900 School St.	6yd trash	1xweek
Public Works	1145 66th St.	6yd trash	1xweek

**Attachment 1**  
Municipal Solid Waste, Recycling and Yard Waste Collection Services

**AGREEMENT**  
**FOR THE COLLECTION OF SOLID WASTE, RECYCLING, AND YARD WASTE**  
**BETWEEN METRO WASTE AUTHORITY AND TBD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by Metro Waste Authority ("MWA") and TBD, with principal offices at TBD hereinafter referred to as "Contractor," as follows:

**WHEREAS**, MWA desires Contractor to provide Collection Services for certain residents within the MWA Service Area of Participating Member Communities.

**WHEREAS**, the Contractor has represented that it possesses the necessary skill and expertise, and is qualified to perform the Solid Waste, Recycling, and Yard Waste Collection Services pursuant to this Agreement for certain residents within the MWA Service Area.

**NOW THEREFORE**, in consideration of the mutual premises, terms, covenants, and obligations contained herein, the Parties agree as follows:

**SECTION 1 - DEFINITIONS**

For the purposes of this Agreement, unless otherwise expressly stated or the context clearly indicates a different intention, the designated terms are defined as follows:

- 1.1 Additional Cart Collection Fee: Contractor's fee to collect additional cart(s) at a Residential Premise.
  - 1.2 Annual Adjustment Date: July 1 of each year.
  - 1.3 Appliances: Appliances or white goods include apparatus containing refrigerant gases, PCBs, mercury ballast, capacitor CFC or other regulated substances which require Specialized Collection and disposal in accordance with applicable laws and regulations (e.g., air conditioner, dehumidifier, refrigerator, and freezer) as well as non-freon or PCB-containing apparatus (e.g., stove, washer, dryer, dishwasher, water heater, and furnace). All doors must be separate from refrigerators and freezers.
  - 1.4 Approved Receptacles: Shall mean MWA branded carts, approved bags, or generic yard waste bags or bundles with approved stickers, or Bulky Waste or Appliances with approved stickers for disposal.
  - 1.5 MWA's Service Area: Shall mean the incorporated and unincorporated areas within the political boundaries of any MWA member or planning member and the area jurisdiction of any entity that may contract with MWA for solid waste management services, including but not limited to, landfill disposal capacity. MWA's Service Area may change from time to time.
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- 1.6 Automated Collection: Collection of Solid Waste utilizing a unit equipped with a hydraulic mechanized arm system to extend, lift and dump specially manufactured carts into a collection vehicle.
  - 1.7 Bulky Waste Collection: Materials too large to fit in the carts such as furniture, windows and doors, sinks, carpet and other items, or materials placed in bags or boxes which do not fit within the standard cart because it is already full on a particular Collection Day.
  - 1.8 Clean-up Event: A day or multiple days designated in each Participating Member Community when Contractor collects Bulky Wastes as a special service on each route.
  - 1.9 Collection Service(s): Curbside Collection and disposal of Solid Waste, Recycling, Yard Waste, and Bulky Waste, and other special collections.
  - 1.10 Collection Day: The weekday solid waste, recycling, and yard waste are collected from Eligible Residents. The specific hours in which Solid Waste collections are permitted are defined by each Participating Member Community's ordinances.
  - 1.11 Commencement Date: The date service starts in each Participating Member Community.
  - 1.12 Contract Administrator: MWA Executive Director or a designated representative.
  - 1.13 Contractor: TBD
  - 1.14 Curbside: The area bounded by the outer edge of the paved road or graveled road surface and the limit of the City right-of-way at the front property line. In non-curbed areas, a road shoulder, ditch, or grass section is normally present in lieu of the above. In appropriate areas, a driveway may be utilized in lieu of curb-area collection.
  - 1.15 Designated Collection Area: All Eligible Residences identified for collection within MWA's Service Area initially as identified in Schedule 3 and as it may be changed by MWA from time to time.
  - 1.16 Each Additional Cart: One or more carts at a Residential Premise in addition to first one provided.
  - 1.17 Effective Date: The date this Agreement is made and entered into by the Parties.
  - 1.18 Eligible Residence: Shall mean a distinct building or group of rooms located within a building, which forms an inhabitable unit for which MWA directs Collection Services to be provided.
  - 1.19 Exceptional Service: Collections of a house side type furnished to the physically disabled if there is no one living in the Residential Premises to assist them.
  - 1.20 Facility: Shall mean the location designated by MWA to which the Contractor shall deliver all material collected by the Contractor pursuant to the terms of this agreement.
  - 1.21 Individual Collections Cart Location: Collections from a predetermined place on the premises as set up at the time the applicant is approved for Exceptional Service.
  - 1.22 Late Set Out Return Service Fee: Contractor's fee to return to a Residential Premises to collect the Solid Waste, Recycling, or Yard Waste that was not set out when the driver passed by on the route.
  - 1.23 MWA Service Area: The Participating Member Communities to be serviced as part of this Agreement includes the cities of TBD.
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- 1.24 Missed Collection: A Missed Collection is one in which the resident has placed Solid Waste, Recycling, or Yard Waste curbside on or before 6:00 AM on their respective Collection Day and which the Contractor fails to pick up. If the Contractor has documentation that the Approved Receptacles were not set out at the time of Collection Service, it is not a Missed Collection. For purposes of this Agreement, the term “documentation” shall include a report provided by the Contractor’s driver.
- 1.25 Monthly Collection Fee (MCF): The Contractor’s charge for collection for each cart/household/month multiplied by the current household count.
- 1.26 Non-Recyclable Material: shall mean any material not defined as Recyclable Material.
- 1.27 Parties: MWA and Contractor executing this Agreement.
- 1.28 Participating Member Communities: Members of MWA that are provided Collection Services as part of this Agreement.
- 1.29 Proposal: Contractor’s proposal to MWA in response to MWA’s Request for Proposals issued September 9, 2021, and all addenda to and all follow up clarifications submitted by Contractor as set out in Schedule TBD.
- 1.30 Recyclable Material: shall mean old newspapers (ONP), old corrugated containers (OCC), magazines, catalogs, phone books, junk mail, office paper, Kraft bags, bimetal and ferrous cans, aluminum cans, clear and colored glass food and beverage containers, #1, #2, #3, #4, #5, #6, and #7 Plastic Bottles, margarine and yogurt containers, metal coat hangers and empty aerosol cans, whether alone or in combination, and any other material that may be added to this list by MWA in the future.
- 1.31 Residential Premises: Means Residential Premises as defined by the Participating Member Communities including single family dwellings and any multiple family dwellings that are provided service (and accounted for in the household count).
- 1.32 Route: An identified area of Residential Premises regularly scheduled for Collection on a regular basis as specified in this Agreement.
- 1.33 Semi-Automated Collection: Collection of Solid Waste utilizing a rear load type of truck with a cart tipper attachment located on the hopper. Contractor maneuvers carts to the tipper which lifts the cart and contents to be tipped into the hopper.
- 1.34 Set Out: Shall mean the action, event, or instance comprised of the proper placement of the home storage container(s) of Solid Waste, Recyclable Material, or Yard Waste for collection at the Eligible Residence.
- 1.35 Solid Waste: Solid Waste is the waste generated by normal residential activity, excluding Yard Waste, Bulky Waste and all special collections. Solid Waste may also be known as garbage, trash, refuse, and rubbish. Solid Waste does not include dirt, sod, stone, brick, railroad ties, construction materials, or hazardous waste as defined in Section 455B.411 of the Code of Iowa, or source, special nuclear, or by-product material as defined in the Atomic Energy Act of 1954, as amended to January 1, 1979.
- 1.36 Surety: The corporate body, approved by MWA, which is bound with and for the Contractor and is primarily responsible for payment or performance in the event the Contractor fails to perform under the provisions of this agreement.
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- 1.37 State: State of Iowa.
- 1.38 Yard Waste: Waste materials that include lawn trimmings and garden waste such as leaves, grass clippings, brush and small branches, as well as live Christmas trees for two weeks following the Christmas holiday, but does not include stumps, garbage, stone, concrete or other non-organic types of waste. All yard waste must remain separate from residential garbage and only collected through proper use of Approved Receptacles.

## **SECTION 2 - TERM AND COMMENCEMENT OF PERFORMANCE**

The term for which the Contractor shall provide the Collection Services under this Agreement shall commence on July 1, 2022 (the Commencement Date), and expire on June 30, 2029 (the “Expiration Date”), and subject to earlier termination in accordance with the provisions of Section 13. The Agreement may be extended for up to two (2) three (3) year periods at the sole discretion of MWA. Such renewals, if any, will be at the sole discretion of MWA. The right of MWA to extend the initial term does not constitute or imply any obligation by MWA to renew the contract.

The Commencement Date for Yard Waste Collection shall be April 4, 2022, in the following Participating Member Communities: TBD. With exception of Commencement Date, all other dates and periods in prior paragraph apply to Yard Waste Collection.

In the event MWA exercises its option to extend under this Section, it shall give written notice to the Contractor of its election to extend the term of the Agreement for an additional term not less than one hundred and eighty (180) days prior to the expiration of the then current term of this Agreement. No notice of termination shall be required by MWA if the Agreement is not extended. In the event MWA elects to extend the term of this Agreement as provided for herein, the terms of this Agreement shall remain in full force and effect during the renewal term, unless otherwise amended by the parties.

## **SECTION 3 - GENERAL COLLECTION REQUIREMENTS**

- 3.1 Scope of Services. The Collection Services shall be conducted in a manner which results in maintaining a sanitary, efficient and customer-friendly environment for the residents of the MWA Service Area. The Contractor shall furnish all labor, equipment, materials, supplies, tools, supervision, and all other items incidental thereto, and perform all services necessary and specified in the prescribed manner and time to provide Collection Services in accordance with the terms of this Agreement.
- 3.2 Residential Collection. The Contractor shall provide Curbside Collection in standardized carts supplied by MWA. The carts shall be purchased, assembled, delivered and maintained by MWA. The Contractor shall take reasonable care to prevent damage to carts during collection. In the event a cart is damaged or lost due to Contractor error, Contractor will reimburse MWA for current replacement cost. The Contractor shall extend Collection Service to new Residential Premises in the MWA Service Area at the contract price. MWA will initially be responsible for
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identifying eligible Residential Premises to the Contractor. Subsequent to implementation, MWA shall update house counts on a quarterly basis after the initial 30-day period. MWA will obtain the house counts from its Participating Member Communities in January, April, July, and October of each contract year with documentation and comments about variations. These shall be the basis for making quarterly adjustments to Contractor payments. Contractor will be notified by MWA of any new customers resulting from new construction or annexation. Contractor will need to add these customers to a route by the next regular collection date and collect bagged trash from the curb for up to two (2) weeks or until carts have been delivered. Changes in billing for any house count increases/decreases will not take effect until the beginning of the subsequent quarter, unless otherwise agreed. For the term of this Agreement, MWA will be solely responsible for determining the house counts to be used. The Contractor shall collect all items of Solid Waste, Recycling, Yard Waste, Bulky Waste, and Appliances which have been properly placed in or beside standardized carts or Curbside, normally generated by the Residential Premises served. The Contractor shall leave all collection points free and clean of properly placed Solid Waste, Recycling and Yard Waste after collection. The Contractor shall clean up any spilled Solid Waste, Recycling, or Yard Waste, if any, immediately. In the event the Contractor shall refuse service to any Eligible Residential Premise under this provision, the Contractor shall advise the Eligible Residential Premise in writing of the reason for the refusal of Collection Service. This shall be accomplished by the Contractor affixing an information tag (*i.e.*, a "rejection notice") on the rolling cart and/or item, or in some like manner determined by MWA to be acceptable.

The collection schedule for Solid Waste, Recycling, and Yard Waste shall occur on the same day of the week, within which the Eligible Residence is located. The Contractor shall prepare a collection schedule that will be subject to review and approval by MWA. The collection schedule of the cities within the Designated Collection Area and the house counts as of the date of the execution of this contract are set out in Schedule 3; however it shall be the responsibility of the Contractor to determine the exact number of homes on its individual collection routes. Contractor will be informed of any new customers by the member community or MWA.

- 3.2.1 Solid Waste. The Contractor shall provide weekly collection of Solid Waste from standardized carts provided by MWA to all Eligible Residences within the Designated Collection Area. On each regularly scheduled collection day, the Contractor shall collect from Eligible Residences all collectible Solid Waste that is in approved rolling carts, or with the proper sticker(s) attached, placed in the proper set out location for collection as determined by MWA and municipality. The Contractor may only refuse to provide service to an Eligible Residence in the event and to the extent that the Solid Waste has not been properly Set Out.
  - 3.2.2 Recycling. The Contractor shall provide bi-weekly (*i.e.*, every other week) collection of Recyclable Material to all Eligible Residences within the Designated Collection Area. On each regularly scheduled collection day, the Contractor shall collect from Eligible
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Residences all collectible Recyclable Material that is in approved rolling carts placed in the proper set out location for collection as determined by MWA and municipality. The Contractor may only refuse to provide service to an Eligible Residence in the event and to the extent that the Material is Non-Recyclable Material or a Recyclable Material that has not been properly Set Out. The Contractor shall work in partnership with MWA to minimize contamination. If a household Set Out consistently contains unacceptable materials such as garbage or yard waste, the driver should document and report such occurrences to MWA. The processor may also note loads with consistent contamination and seek assistance from the driver to identify specific sources. MWA will participate via provision of educational materials and may ultimately remove the cart from households that cause consistent problems.

- 3.2.3 Yard Waste. The Contractor shall provide weekly collection of Yard Waste that is in Approved Receptacles placed in the proper Set Out location for collection as determined by MWA and municipality to all Eligible Residences within the Designated Collection Area. The Contractor may only refuse to provide service to an Eligible Residence in the event and to the extent that the material is not Yard Waste Material and/or that has not been properly Set Out. Proper Set Out shall mean MWA branded cart, MWA Compost It! bag or generic bag with an MWA Compost It! sticker, or bundles of twigs and branches not to exceed eighteen inches (18) in diameter and four (4) feet in length.

MWA shall obtain and distribute to retail points within the MWA service area the appropriate yard waste bags and stickers. All revenue from the sale of yard waste bags and/or stickers will be retained by MWA.

If a household Set Out consistently contains unacceptable materials such as garbage or recyclables, the driver should use document the contaminants, note the household location, and report such occurrences to MWA. Yard waste season generally runs April through November, and for two weeks following the Christmas holiday, but is subject to change at the sole discretion of MWA.

- 3.3 Bulky Waste Collection. Bulky Waste items shall be collected and disposed of in accordance with current law and regulations by the Contractor in accordance with the same schedule as the weekly collection of Solid Waste with the proper sticker(s) attached. The Contractor shall collect any supplemental Solid Waste, such as additional bags, in accordance with Bulky Waste collection procedures. Bulky Wastes shall be placed Curbside by residents and separated by at least three (3) feet from the cart to allow collection by the automated collection vehicle. Bulky Waste deemed too large to collect with the regular collection vehicle shall be noted and collected within 24 hours or during the next scheduled work shift, whichever is sooner.
- 3.4 Appliance Collection. Appliances shall be collected and disposed by the Contractor in accordance with applicable laws and regulations on an on-call basis or routine route with the proper sticker attached. The Contractor shall establish and implement a MWA approved designated collection
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day for Appliance Collections in each community, which shall be communicated to residents as part of MWA's public education process. The Contractor shall be responsible for all scheduling and follow-up.

- 3.5 Exceptional Service. The Contractor shall provide collection services, at the same rate as Curbside collection, to elderly or disabled persons with difficulty placing Approved Receptacles for collection at the curb. The criteria for Exceptional Service will be determined by MWA, and shall be communicated to the Contractor, along with a list of all residents receiving such Exceptional Service on or before the Commencement Date. Subsequent to implementation, the Contractor shall be informed of any new customers needing Exceptional Service. If Contractor disputes eligibility for Exceptional Service, MWA may review the decision of eligibility and, in relevant cases, shall have final discretion regarding such eligibility. Contractor will be informed of any new customers by the member community or MWA.
- 3.6 Clean-up Event Collection. The Contractor may be requested to provide for Curbside Clean-up Event Collection of Bulky Wastes if the Participating Member Communities desire on an annual basis. The Contractor will be required to perform this service upon request during any week from April 1 to November 30. Each Participating Member Community will choose the approximate timeframe or month of a Clean-up Event and provide notice of their preferred dates at least six (6) months prior to the event (unless the Participating Member Community, MWA, and Contractor agree to shorter notice).

The Contractor shall establish and implement an MWA approved process to provide Clean-up Event Collection. This Clean-up Event Collection service is anticipated to occur on one or multiple days, including Saturday, as mutually agreed upon by MWA, the Participating Member Community, and the Contractor. In the case of any potential conflicting dates for Clean-up Events between two or more Participating Member Communities, MWA will work with the Participating Member Communities and Contractor to reach agreement on scheduling. Each Participating Member Community must give final approval to the date(s) selected by MWA and the Contractor if the dates are different than requested by the Participating Member Community. The Contractor must have adequate equipment and staff to complete collection within the agreed upon schedule.

Materials set out for the Clean-up Event will be limited to Bulky Wastes and regular Solid Wastes. Yard Wastes, construction and demolition, console TVs, and household hazardous wastes are not included in the Clean-up Events and will not be collected by Contractor. Working with the Participating Member Community, MWA provides guidelines for residential set out during a Clean-Up Event including the exclusion of items listed as not accepted above, an individual household pile shall be limited to what would fit in the bed of a full-size pick-up truck (approximately eight (8) feet long by five (5) feet wide), and the weight of items must not exceed what two people can reasonably handle. These guidelines will be promptly communicated to the Participating Member Community, Contractor, and included by MWA in public education.

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In the event the Contractor shall refuse service to any Eligible Residential Premises under this provision, the Contractor shall advise the Eligible Residential Premises in writing of the reason for the refusal of Collection Service. This shall be accomplished by the Contractor writing the issue on a yard stake sign, provided by MWA, left behind next to the item. The contractor shall take pictures, note the address and issue, and include this information on a daily report electronically submitted to MWA. A Participating Member Community will request no more than one (1) Clean-up Event in a calendar year. All costs associated with Clean-up Events must be factored into the cost proposal submitted by Contractor. At no time will MWA be expected to pay more than quoted to complete this requirement of the Agreement.

- 3.7 Hours of Collection. Normal Collection Days are weekdays. During weeks containing holidays or disruptive acts of God, weekend (Saturday or Sunday) collections may be needed to maintain the normal collection schedule. Collection hours of residential Solid Waste, Recycling, and Yard Waste shall follow the ordinances of each Participating Member Community. Exceptions to collection hours shall be affected only upon the mutual agreement of MWA and the Contractor.
- 3.8 Holidays. The following holidays are currently observed for purposes of this Agreement by MWA:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

On the week of the observed holiday, service shall be adjusted for the days of the week following the holiday, by a one-day delay. In no manner shall the Contractor be relieved of the obligation to provide collection service at Residential Premises at least once per week.

- 3.9 Inclement Weather. Contractor shall make every effort to collect Solid Waste, Recycling, and Yard Waste on regularly scheduled days, even during inclement weather, through appropriate mitigation (such as the use of tire chains and salt or sand). Collection Service will be suspended due to inclement weather only upon order of MWA. MWA will notify Contractor of any directives regarding delay, modification, or suspension of service as soon as a decision is made. Notwithstanding the foregoing, in those conditions where inclement weather may, in Contractor's judgment, pose substantial danger to the health or safety of its employees or that of the public or risk of damage to its equipment, Contractor may request that MWA suspend Collection Service. If MWA determines to suspend Collection Service, Contractor shall, circumstance permitting, perform collection in a timely manner at the sole discretion of MWA. In the event a holiday and an inclement weather delay occur in the same week, collection on a Sunday may be required to maintain the weekly collection schedule provided that applicable MWA facilities can be open. In no manner shall the Contractor be relieved of the obligation to provide collection service at Residential Premises at least once per week.
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- 3.10 Natural Disaster. In the event an act of God or disaster, such as flood, tornado, fire, or the like causes significant damage in a Participating Member Community, MWA may arrange for special collection of debris from the Participating Member Community or Eligible Residences identified by the Participating Member Community as being significantly affected by the act of God or disaster event. Contractor shall prioritize placement of containers, collection vehicles, or personnel for special collection in the affected Participating Member Community. MWA will work with the Contractor and Member Community to determine appropriate fees for required services rendered in response to the act of God or disaster.

#### **SECTION 4 - COLLECTION EXPECTATIONS AND ROUTES**

##### **4.1 Location for Collection**

- 4.1.1 Each cart will be placed at Curbside for collection unless the Residential Premises is eligible for Exceptional Service. Carts will be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. The Contractor shall handle rolling carts in a manner that avoids damage to the carts. Carts shall be returned to the designated Set Out locations as set out by the resident at each location. Contractor shall make a conscious effort to return the cart with the lid closed and in a standing position. In the event a parked vehicle or other barrier is restricting automated equipment access to the cart, the Contractor will be expected to implement a process to collect the cart so service to all Residential Premises is provided.
- 4.1.2 When construction work is being performed in the right-of-way, carts will be placed as close as practical to an access point for the collection vehicle. The Contractor is encouraged to attend all Participating Member Community pre-construction meetings when street closures are anticipated so that the public information campaign may be coordinated. Participating Member Communities shall promptly communicate any road closures or right-of-way construction projects to Contractor so that Contractor may efficiently perform Collection Service.

##### **4.2 Collection Carts**

- 4.2.1 Carts will be provided by MWA. Rolling carts shall be 48-gallon or 96-gallon. No service provider logos will be permitted on the carts. Cart identification designed and approved by MWA will be adhered to all approved collection carts.
- 4.2.2 Residents shall have the option of requesting an additional cart(s) for an additional fee. The Contractor will be paid the additional cart fee in these instances.

- 4.3 Collection Routes. The Contractor shall establish collection Routes in a manner that provides Collection Services to all customers once each week for Solid Waste and Yard Waste, and bi-weekly for Recycling. The scheduled Collection Day shall be coordinated with the pre-existing
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weekday for recycling collection. The specific hours in which Solid Waste collections are permitted are defined by each Participating Member Community.

The Contractor shall submit a map designating the Collection Routes and schedules to MWA and the Participating Member Communities for their files. Maps and schedules of Collection Routes shall show the days for regularly scheduled collection for each Route and area. The collection schedule will be subject to review and approval by MWA.

If the contractor requests a route change after commencement of this contract, the request must be submitted to MWA in writing at least 90 days before going into effect. The Contractor will be responsible for printing and mailing costs associated with route change education developed and distributed by MWA to affected residents.

## **SECTION 5 - EQUIPMENT AND FACILITIES**

- 5.1 Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient spares to provide uninterrupted service. The Contractor shall own, operate, and employ all vehicles, equipment, tools, supplies and personnel used in the performance of the services required under this Agreement unless some other manner of providing such items is approved by MWA.

Automatic lifters must be compatible with rolling carts. The collection vehicles must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts. The vehicle must be outfitted with a camera to detect large unacceptable materials. All equipment and vehicles used by the selected Contractor shall be titled, registered, and licensed in the State of Iowa except in limited circumstances with prior agreement by MWA. The Contractor shall provide copies of each Iowa equipment or vehicle registration document to MWA for each vehicle proposed for use in fulfilling the specifications of this Agreement prior to use of that vehicle on any route under these specifications.

Contractor shall keep all equipment in proper repair and in a clean, sanitary, and presentable condition. All vehicles shall be secure, preventing any leakage of fluids or littering of materials. Each vehicle shall be permanently identified, at a minimum, with the Contractor's name and phone number plainly visible on each side of the vehicle.

All vehicles and other equipment used in the performance of this Agreement must be clearly identified, and must be kept in good repair, appearance, and in a sanitary condition at all times. Safety inspections must be provided as required by State of Iowa and local laws.

- (1) Bodies of Contractor's trucks shall be enclosed, water-tight, sanitary, and capable of being unloaded by dumping or automatic push-out means.
  - (2) All of Contractor's equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. All
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vehicles shall be manufactured and maintained to conform to American National Standards Institute (ANSI) standards.

- (3) All of Contractor's equipment shall have clearly visible letters with the Contractor's name and phone number on each side of the equipment. Letters shall be at least six (6) inches high and of proportionate width to be easily readable. MWA will have the right to provide its own signs to be displayed on both sides of vehicle (not to exceed a 3' x 4' area). Contractor will not allow a vehicle labeled with the name of another community to provide residential collection service in another city.
- (4) Contractor shall ensure that each vehicle carries sufficient hand tools to allow clean-up of spilled or littered Solid Waste, Recyclable Material, or Yard Waste, a first aid kit, and necessary emergency equipment.
- (5) Contractor shall furnish MWA with a list identifying all vehicles to be used in fulfilling this Agreement and notify MWA of any additions or deletions at least thirty (30) days prior to such addition(s) or deletion(s). The list shall include the year, make, and model of chassis and body, registration and license number of each vehicle. Contractor shall update the list annually.

MWA will have the sole discretion as to whether a particular collection vehicle may be used for the purposes of this Agreement. At any time, MWA may request verification of vehicles used in service of this contract, including but not limited to, year, make, model, condition, safety inspections, and tare weight.

Tare weights will be identified per MWA process, at minimum once every 12 months.

In the event of complaints, MWA will have the final determination of whether the standards are being adhered to and what is acceptable. All collection vehicles shall be secure, preventing any leakage of fluids or littering of materials. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed a hazardous material) must be cleaned up within one (1) business day. Should a hydraulic hose or other vehicle related item break or leak fluid while on a collection route, the Contractor shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a 2-hour time period. Cleaning shall include complete removal of any oil tracked on the street, resident's driveway, boulevard (such as a grassy area between sidewalk and curb), as well as any oil or other hazardous material leaked into a storm water system. If grass is damaged to the point that it cannot live, then turf shall be replaced by Contractor. It will be the sole determination of MWA as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a landfill must be disposed of properly under all local, state, and federal regulations. MWA may request written documentation substantiating how and where the material was disposed. All cleaning activities must adhere to applicable local, state, and federal regulation and applicable storm water permits.

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Contractor shall be solely responsible for all costs of operating and maintaining collection equipment.

- 5.2 Hauling. All materials hauled by the Contractor shall be transported in compliance with the Code of Iowa and applicable local codes, as may be amended and any applicable regulations. Materials shall be contained, tied, or enclosed such that leaking, spilling, or blowing litter is prevented. The Contractor will be fully and solely responsible for any consequential clean-up.
- 5.3 Collection of City Facilities. The Contractor shall provide collection services for Solid Waste and Recycling generated by Participating Member Communities' facilities in the quantities and frequencies described in Schedule 2 for no additional charge. For any container collected two times each week, the collection of these containers must be at least three business days apart. The Contractor must provide dumpsters to the respective Participating Member Community at the locations and sizes specified in Schedule 2.

If a Participating Member Community increases the frequency of service, adds an additional dumpster at any location, or adds a site, it will be serviced as necessary by the Contractor and payment made as provided in contracted pricing. If a Participating Member Community decreases frequency or eliminates a dumpster, the Participating Member Community will be credited on an equal basis to the decrease in service per contracted pricing. Any change in the service provided by Contractor to City Facilities must be communicated to MWA by the Contractor and Participating Member Community in order for MWA to provide an adjustment on monthly invoices to the Participating Member Community.

5.4 Designated Facilities

Contractor is responsible for paying all disposal fees at the designated facilities for Solid Waste.

All Solid Waste shall be delivered to the following facilities:

Metro Waste Authority  
 Metro Park East Landfill  
 12181 NE University Avenue  
 Mitchellville, Iowa  
 Hours: Mon-Fri: 6:30 AM – 4:30 PM, Sat-Sun: 8:00 AM-1:00 PM (Nov-Mar) and  
 7:00 AM – 2:00 PM (Apr-Oct)

or

Metro Waste Authority  
 Central Transfer Station  
 4199 Delaware Avenue  
 Des Moines, Iowa  
 Hours: Mon-Fri: 9:00 AM – 4:30 PM

or

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Metro Waste Authority  
 Metro Northwest Transfer Station  
 4105 SE Beisser Drive  
 Grimes, Iowa  
 Hours: Mon-Fri: 7:15 AM – 2:45 PM

or

Other facilities in the metro area as may be designated by MWA in the future.

Contactor is not responsible for paying disposal fees at the designated facilities for Yard Waste or Recycling.

All Yard Waste shall be delivered to the following facilities:

Metro Waste Authority  
 Metro Compost Center  
 12181 NE University Avenue  
 Mitchellville, Iowa  
 Hours: Mon-Fri: 6:30 AM – 4:30 PM, Sat-Sun: 8:00 AM-1:00 PM (Nov-Mar) and  
 7:00 AM – 2:00 PM (Apr-Oct)

or

Other facilities in the metro area as may be designated by MWA in the future.

All Recycling shall be delivered to the following facilities:

Metro Waste Authority  
 Material Recovery Facility  
 4185 SE Beisser Drive  
 Grimes, Iowa  
 Hours: Mon-Fri: 7:00 AM to 4:30 PM

or

Other facilities in the metro area as may be designated by MWA in the future.

- 5.5 Appliances/White Goods. All Appliances (white goods) containing freon shall be delivered to a Metro Waste Authority designated facility for freon removal before disposal either at one of the facilities above or at an MWA-approved salvage yard.
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## **SECTION 6 - EMPLOYEES AND CUSTOMER SERVICE**

- 6.1 Employees. The Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractor's obligations under this Agreement. Such personnel shall have the ability and authority to make operating decisions during normal working hours. The Contractor shall have key maintenance and operational personnel on call at all other times.

Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. If wearing company apparel, the apparel shall identify the employee with the same company name as on the equipment used for this Agreement. Contractor's employees shall be courteous at all times and shall work quietly, not use profane or loud language.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial vehicle operator's license of the State of Iowa required for the type of vehicle they are operating.

Contractor's employees, officers, and agents, shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of MWA or a Participating Member Community.

- 6.2 Customer Notification. MWA will notify all Residential Premises about complaint procedures, rates, regulations, and days for scheduled Solid Waste, Recycling, Yard Waste, Bulky Waste, and other special collections.
- 6.3 Facilities. The Contractor shall maintain a local office in the Des Moines metro area where the local supervisor of operations will be available for meetings and assessments in the field with the MWA Contract Administrator and a local phone number for MWA to work with dispatch personnel, as needed, to correct customer complaints or service calls. At a minimum, the selected Contractor shall have a responsible person in charge from 7:30 AM to 4:30 PM, on days when Collection Service is provided (Monday through Friday plus any weekend days when service is delayed due to holidays or inclement weather). The Contractor shall provide for adequate maintenance facilities within the area to store and maintain all required equipment. The Contractor shall maintain its facility sites in a clean and orderly condition and shall keep its sites free from accumulations of waste materials. All Contractor facilities shall comply with applicable local, state, and federal regulations. All personnel associated with this Agreement shall identify themselves as employees of the Contractor listed in the Agreement when handling issues and answering phones related to this Agreement.

MWA shall have the right to inspect Contractor's facilities, equipment, operations, and the record of the Contractor at any reasonable time.

- 6.4 Public Education and Information. MWA shall have primary responsibility for creating and distributing public education materials to Eligible Residences. The Contractor shall distribute
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pre-printed materials supplied by MWA to each Eligible Residence up to twice per year. Contractor shall distribute rejection stickers provided by Contractor as needed to educate homeowners that set out improper materials (such as contaminated Recyclables or Bulky Wastes without stickers) and as may be otherwise requested by MWA. MWA must pre-approve any content or materials developed by Contractor for public education prior to Contractor printing or distributing the materials.

- 6.5 Escalations and Dispatch. Contractor shall provide MWA with a phone number and email address that is monitored from 7:30 AM to 4:30 PM on days when Collection Service is provided (Monday through Friday plus any weekend days when service is delayed due to holidays or inclement weather) to submit service escalations, concerns, or requests.

Contractor shall provide access to live feed of route status to MWA, as well as direct access to dispatch via web-based system, or dispatch operations via email and phone on days when Collection Service is provided (Monday through Friday plus any weekend days when service is delayed due to holidays or inclement weather).

- 6.6 Missed Collections, Customer Complaints, and Notification. If a collection from an Eligible Residence is inadvertently missed and the Contractor is notified by the household, a city or MWA, the Contractor shall return to collect the materials. In all cases, the Missed Collection shall be handled within a 24-hour period after notification or during the next scheduled work shift, whichever is sooner.

If the Contractor is able to substantiate via a process pre-approved by MWA using documentation such as date and time stamped photos that the household did not have their Accepted Receptacles out at the time the collection vehicle serviced the household, the Contractor will provide documentation to MWA who will provide the household the option to pay a "Late Set Out Return Service Fee" to return as identified by the Contractor on Form F of cost proposal. MWA will also inform the resident that they can also hold the Solid Wastes until the next scheduled collection and potentially use Bulky Waste stickers for additional Solid Wastes.

In the case of complaints regarding collection service or any related activities, the Contractor shall, upon being notified of the complaint, resolve the complaint with the eligible household or other person/entity submitting the complaint. The Contractor shall work cooperatively with the eligible households and MWA to resolve complaints as appropriate. The Contractor shall make a record of each complaint received on a form approved by MWA and shall indicate thereon the name and address of the complainant, the day and hour the complaint was received, the nature of the complaint, the nature of disposition of the complaint and the day and hour the complaint was resolved. The Contractor shall maintain all such forms during the term of this Agreement and shall provide copies of the same to MWA upon request.

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MWA shall notify the Contractor of each complaint reported to MWA. It shall be the duty of the Contractor to take whatever steps may be necessary and appropriate to remedy the cause of the complaint and notify MWA of its disposition within twenty-four (24) hours after receipt of the complaint.

The Contractor shall provide MWA with a full explanation of the resolution of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

In the event that a dispute between the Residential Premises and the Contractor cannot be resolved, MWA will have the final say on the resolution.

6.7 Incident Damages. The failure of the Contractor to remedy the cause of any service complaint which is found to be justified shall be deemed a breach of this Agreement. In the event of such breach, the Contractor shall pay liquidated damages to MWA according to the following schedule. The parties agree that the actual damages incurred for each complaint may be difficult to ascertain. It is agreed between the parties that the following schedule reasonably reflects the actual damages that may be incurred, and that MWA may deduct such damages from payments due or to become due the Contractor and that said amounts are the appropriate damages for Contractor's breach.

- (1) Failure to clean up spilled Solid Waste – \$250 each incident.
  - (2) Failure or neglect to collect Solid Waste, Recycling, Yard Waste or Bulky Waste from any Eligible Residence within twenty-four (24) hours from the scheduled date for collection – \$250 each failure or neglect.
  - (3) Failure to adhere to outlined communication and decision tree related to suspension of services during inclement weather – \$1,000 each failure or neglect.
  - (4) Failure to keep equipment in clean, safe and sanitary manner – \$500 per vehicle incident per day.
  - (4) Failure to have vehicle operators properly licensed – \$1,000 per incident per day.
  - (5) Failure to provide access to routing and dispatch information and contacts during office hours in the manner specified in Section 6.5 – \$500 per incident per day.
  - (6) Failure to file on a timely basis information and reports required by this Agreement – \$500 per incident per day.
  - (7) Failure or neglect to complete each route on the regular scheduled collection day, if failure to complete collection is attributable to the Contractor – \$1,000 for each route not completed with a fine for each day not completed.
  - (8) Failure to clean up any oil spills as described in Section 5.1 – \$500 per incident per day. Contractor also will be required to pay all expenses if MWA is required to clean up an oil spill due to lack of action by Contractor.
  - (9) Collection Service delivered outside of the approved hours of collection as specified in Section 3.8 – \$250 per route, per day.
  - (10) If MWA is required to perform more than two (2) hours of work during a forty (40) hour work week due to Contractor's neglect or failure to perform, Contractor shall be charged an amount for all time spent by MWA at the rate of \$40 per hour.
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Complaints listed above will be vigorously investigated and damages will be assessed when justified. However, MWA, prior to any assessment of damages, shall give written notice to Contractor of any allegations and shall also give reasonable opportunity for Contractor to contest the alleged violation. MWA shall have the option to waive damages assessment where, in its sole judgment, circumstances warrant the same.

## **SECTION 7 - COMPENSATION**

- 7.1 **Basis and Method of Payment.** The Contractor shall be paid based upon contracted pricing. The cost per household per month is the Contractor's cost for collection (Monthly Collection Fee – MCF) and for disposal (Monthly Disposal Fee – MDF) for Solid Waste; the MCF for Recycling; and price per ton hauled to MWA's designated facility for Yard Waste.
- 7.2 **Invoice Submitted by Contractor.** Contractor shall submit an invoice to MWA within ten (10) days of the close of each month during the term of this Agreement, which shall set forth the amount due. MWA shall have the right to review each invoice to determine its accuracy and for the purpose of determining whether any amount should be withheld pursuant to the further terms of this Agreement. The Contractor shall provide any documents or information requested by MWA in order to facilitate such review. Subject to MWA's rights of review as set forth herein, and subject to all other provisions of this Agreement, MWA shall pay each invoice within thirty (30) days of its receipt.
- 7.3 **Modification to Rates.** The Monthly Collection Fee (MCF) for Solid Waste and Recycling and the Monthly Disposal Fee (MDF) for garbage shall be adjusted on the Annual Adjustment Date using the indices as published for the month of September.

The MCF will be adjusted in two parts, including a fuel ( $MCF_{fuel}$ ) and nonfuel ( $MCF_{nonfuel}$ ) based portion.

$$MCF_{fuel} = 15\%_{fuel} \times MCF_{orig}$$

$$MCF_{nonfuel} = 85\%_{nonfuel} \times MCF_{orig}$$

Where:

$MCF_{orig}$  is the Monthly Collection Fee identified by the Contractor on Form F of cost proposal.

### **7.3.1 Fuel Based Adjustment**

The  $MCF_{fuel}$  portion shall be adjusted annually to reflect the annual change in the benchmark price of diesel (Retail On-highway Diesel Prices – Average All Types, Midwest Region) (DOE) as determined by the Energy Information Administration (EIA).

$$MCF_{fuel\ n} = MCF_{fuel\ n-1} \times ((DOE_n - DOE_{n-1})/DOE_{n-1})$$

Where:

$MCF_{fuel\ n-1}$  is the  $MCF_{fuel}$  for the immediately preceding Operating Year;

$DOE_n$  is, for any Operating Year, the benchmark price of diesel for the week containing the 20<sup>th</sup> day of the month of September immediately preceding the Operating Year;

$DOE_{n-1}$  is, for any Operating Year, the benchmark price of diesel for the week containing the 20<sup>th</sup> day of the month of September immediately preceding the Operating Year that immediately precedes such Operating Year;

$n$  is the Operating Year.

### 7.3.2 Non-fuel Based Adjustment

The  $MCF_{non-fuel}$  portion shall be adjusted annually to reflect the annual change in the Consumer Price Index (CPI) (Midwest Region, all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

$$MCF_{nonfuel\ n} = MCF_{nonfuel\ n-1} \times ((CPI_n - CPI_{n-1})/CPI_{n-1})$$

Where:

$MCF_{nonfuel\ n-1}$  is the  $MCF_{nonfuel}$  for the immediately preceding Operating Year;

$CPI_n$  is, for any Operating Year, CPI for the month of September immediately preceding the Operating Year;

$CPI_{n-1}$  is, for any Operating Year, CPI for the month of September immediately preceding the Operating Year that immediately precedes such Operating Year;

$n$  is the Operating Year; and

### 7.3.3 Monthly Disposal Fee

The MDF will be adjusted based upon the percentage change in the MWA tipping fee charged to the Contractor at the MWA facility where the Contractor delivers the Solid Waste, it being understood that the aggregate increase in tipping fees is not absorbed by the Contractor.

### 7.3.4 Annual Adjustment

- 1) Solid Waste: The Monthly Household Fee (MHF) will be adjusted annually beginning on the Annual Adjustment Date of each Operating Year based upon the following formula:

$$MHF_n = MCF_{nonfuel\ n} + MCF_{fuel\ n} + MDF$$

Where:

MHF is the Monthly Household Fee for the Operating Year;

$MCF_{nonfuel\ n}$  is the nonfuel component of the Monthly Household Fee;

$MCF_{fuel\ n}$  is the fuel component of the Monthly Household Fee;

MDF is disposal component of the Monthly Household Fee; and

n is the Operating Year.

The Monthly Household Fee may increase or decrease based upon the CPI and/or DOE benchmark price of diesel fuel as well as the change (if any) in the MWA tipping fees. For purposes of the Annual Adjustment, the Annual Adjustment Date will be July 1 of each year.

No other fee surcharges shall be added to the Monthly Household Fee. This includes additional Environmental Surcharges or other adjustment factors.

- 2) Recycling: The Monthly Household Fee (MHF) will be adjusted annually beginning on the Annual Adjustment Date of each Operating Year based upon the following formula:

$$MHF_n = MCF_{nonfuel\ n} + MCF_{fuel\ n}$$

Where:

MHF is the Monthly Household Fee for the Operating Year;

$MCF_{nonfuel\ n}$  is the nonfuel component of the Monthly Household Fee;

$MCF_{fuel\ n}$  is the fuel component of the Monthly Household Fee;

n is the Operating Year.

The Monthly Household Fee may increase or decrease based upon the CPI and/or DOE benchmark price of diesel fuel. For purposes of the Annual Adjustment, the Annual Adjustment Date will be July 1 of each year.

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No other fee surcharges shall be added to the Monthly Household Fee. This includes additional Environmental Surcharges or other adjustment factors.

- 3) Yard Waste: The per ton amount paid to hauler will be adjusted annually beginning on the Annual Adjustment Date of each Operating Year based upon the following formula:

$$PT_n = PT_{\text{nonfuel } n} + PT_{\text{fuel } n}$$

Where:

PT is the original per ton amount identified by the contractor on Form F of the cost proposal;

$PT_{\text{nonfuel } n}$  is the nonfuel component of the Per Ton fee;

$PT_{\text{fuel } n}$  is the fuel component of the Per Ton fee;

n is the Operating Year.

For purposes of the Annual Adjustment, the Annual Adjustment Date will be April 1 of each year.

No other fee surcharges shall be added. This includes additional Environmental Surcharges or other adjustment factors.

#### 7.3.5 Separate Bulky Waste/Appliance Collection Charges

The cost to households for Bulky Waste collection will be \$1 for an extra bag or box that does not fit in the cart and \$5 for all Bulky Waste items that do not fit in the cart. Appliances will cost households \$35 each. MWA will sell Bulky Waste stickers to residents of the Participating Member Communities as follows:

- ♦ One extra bag or box sticker = \$1.00
- ♦ Bulky Waste item sticker = \$5.00

The extra bag must have a capacity no greater than thirty-five (35) gallons or equivalent size box. An appliance must have a total of seven (7) \$5 Bulky Waste item stickers applied.

MWA will retain issuance fees of \$0.10 for each \$1.00 sticker and \$0.20 for each \$5.00 sticker sold for the provision of the stickers and administration. Contractor will be paid the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to the Contractor for the collection and disposal of the Bulky Wastes and Appliances. Contractor will be paid based on the revenue as received by MWA which may be prior to the actual service being used by households. Sticker fees and revenue to the

Contractor will not be subject to adjustment and will remain the same throughout the Agreement term and any extensions.

7.3.6 Other Fee Surcharges

Unless negotiated separately with a household for extraordinary services, no fee surcharges shall be added to the Monthly Household Fee. This includes additional Environmental Surcharges or other adjustment factors.

7.4 Clean-up Event Fees. The cost for a Clean-up Event for each Participating Member Community is provided in the contracted pricing. The fees are subject to the CPI adjustment.

7.5 Additional Costs. The cost to provide additional services such as cardboard pick-up, go backs for Late Set Out or extra collection outside regular collection day are as provided in contract pricing. These fees are not subject to the CPI adjustment.

## **SECTION 8 - PERSONNEL AND SAFETY**

The Contractor agrees that it will take all reasonable precaution to prevent damage, injury, or loss by reason of or related to its operations to any property along its Routes, and that the Contractor will establish and maintain safety equipment and procedures for protection of employees and visitors to its facilities consistent with industry standards, applicable laws or regulations, and with normal operating practices. The collection vehicles and other equipment shall be equipped with all required safety equipment and warning stickers to comply with OSHA, ANSI, IDOT and/or any other relevant regulations. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority relating to safety of persons or property.

The Contractor shall employ personnel who have demonstrated the ability and the full authority to make operating decisions during normal working hours and shall have key maintenance and operating personnel on call at all other times.

The Contractor shall designate a service manager to provide a single-point contact with MWA's designated representative. In the event of inclement weather or other emergency issues, a telephone number or emergency call-out list shall be provided which provides MWA 24/7 access to an on-call manager.

The Contractor shall ensure that qualified personnel are assigned to operate and maintain collection equipment at all times by providing training before start-up and formal on-the-job training of employees during operation. The Contractor will assure at all times that collection equipment operators and other staff are properly licensed to operate all applicable equipment and that all requirements per federal and state regulation are being strictly met.

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## **SECTION 9 - REPORTING REQUIREMENTS**

The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided in a manner consistent with standard industry practices, including any records that may be required by the State. All quantities of Solid Wastes, Recycling, Yard Waste, and Bulky Wastes shall be reported in tons. These records shall include but shall not be limited to:

- Route number;
- Number of residences serviced on each route;
- Number of residences receiving Exceptional Service on the route;
- Daily tonnage amounts by route;
- Individual route tonnages for Clean-up Events;
- Safety and accident reports;
- Regulatory inspections;
- Complaint log noting time, date, location, problem, time and date of both when notification was received and when it was resolved;
- Number of rejection notices by Participating Member Community;
- Billing data for Participating Member Communities by Residential Premises address (# of carts by size, Late Set-out Return Service Fees); and
- Date and addresses of non-compliant Set Outs and location of where education materials are placed

The information shall be provided to MWA using software acceptable to MWA (PDF or Microsoft Office) on a monthly basis, within ten (10) operating days following the end of each month. A hard copy of the report shall include, but shall not be limited to:

- Statement of items listed above; and
- Planned and unplanned schedule variations.

## **SECTION 10 - LEGAL COMPLIANCE**

- 10.1 **General Compliance.** In the conduct of the Services under this Agreement, the Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by MWA and the Participating Member Communities. Contractor must qualify for and obtain any required licenses prior to commencement of work, and shall maintain in full force and effect any permits, licenses, and approvals required to provide the Services, including any environmental, building, or zoning approvals necessary for its facilities or licensing of its vehicles.
- 10.2 **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, veteran status and/or any other protected class. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated,
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during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, veteran status and/or other protected class.

## **SECTION 11 - INSURANCE AND INDEMNIFICATION**

### **11.1 Insurance.**

11.1.1 The Contractor shall procure and maintain at all times during the term of this Agreement, insurance of such types and amounts as may be necessary to protect the Contractor, MWA, its agents, officers, and employees against all hazards or risks or loss as hereinafter specified. The insurance shall be provided by an insurance company(ies), "admitted" and "non-admitted" to do business in the State of Iowa, having no less than an A-VII Am Best rating. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to MWA, but regardless of acceptance, it shall be the responsibility of the Contractor to maintain adequate coverage at all times during the contract term, in accordance with the terms of this Section. All insurance companies utilized under this Agreement must be authorized to do business in the State of Iowa. Failure of the Contractor to maintain coverage shall not relieve the Contractor of any contractual responsibility or obligation.

11.1.2 Satisfactory certificates of insurance shall be filed with MWA prior to issuance of a notice to proceed under this Contract. The certificates shall state that 30 days advance written notice will be given to MWA before any policy covered thereby is changed or canceled.

11.1.3 The insurance shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater.

11.2 Worker's Compensation. This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. The policy shall include an "all-states" endorsement and include MWA, its agents, officers, and employees as an additional insured. Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Agreement with the Contractor is not protected under the Worker's Compensation Statute.

The liability limits shall not be less than:

Worker's Compensation

Statutory Benefits

Employer's Liability

\$500,000 Coverage B

- 11.3 Vehicular Liability. This insurance shall be written in occurrence form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising from the use of licensed motor vehicles, whether owned, non-owned, or hired. The liability limits shall not be less than:

Bodily Injury	\$1,000,000/person
Property Damage	\$1,000,000/occurrence

- 11.4 General Liability. This insurance shall be written on an occurrence form of policy and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. This policy shall specifically insure the contractual liability assumed by the Contractor under any lawsuits arising from the above actions or omissions. MWA, its agents, officers, and employees will be named as additional insured. In addition, this policy shall include coverage for contractual independent contractors, broad form property damage, personal injury, underground explosion, collapse hazards, and coverage for punitive damage.

Bodily Injury	\$1,000,000 combined single limit/occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 combined single limit/occurrence \$2,000,000 aggregate

- 11.5 Umbrella Liability. This insurance shall apply directly to excess of above liability coverages.

Bodily Injury	\$3,000,000 combined single limit/occurrence \$3,000,000 aggregate
Property Damage	\$1,000,000 combined single limit/occurrence \$1,000,000 aggregate

- 11.6 Indemnification. Contractor agrees to indemnify and hold harmless Participating Member Community, MWA, its officers, agents, and employees from any and all claims, settlements, and judgments to include, but is not limited to, all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises in whole or in part from the services performed under this Agreement, a breach of this Agreement, or any negligent acts or omissions or our breach arising out of performance or nonperformance of this Agreement, and those of its subcontractors or anyone for whom Contractor is legally liable.
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## **SECTION 12 - CONTRACT PERFORMANCE**

- 12.1 Notices. All notices, consents, approvals, communications and requests of or to the Parties required under this Agreement or by a Participating Member Community shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR MWA:

FOR CONTRACTOR:

Name: Cassie Riley

Name: TBD

Title: Community Relations Manager

Title: TBD

Address: 300 East Locust St., Ste 100

Address: TBD

City, State: Des Moines, IA 50309

City, State: TBD

- 12.2 Independent Contractor. Contractor understands and agrees that Contractor and Contractor's employees, agents, servants, or other personnel are not MWA employees or joint employees of Contractor and MWA. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that neither Contractor nor Contractor's employees, agents, servants, or other personnel shall be entitled to any MWA payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

- 12.3 Solicitation and Performance.

12.3.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or contingent fee.

12.3.2 The Contractor shall not engage the services of any person or persons in the employ of MWA at the time of commencing such services without the written consent of MWA.

- 12.4 Performance Bond.

12.4.1 The Contractor shall deliver an approved performance guarantee for the faithful performance of the Agreement at the time this contract is executed. The performance guarantee shall be in the amount of \$TBD. The performance guarantee shall be in the amount of the Contractor's Monthly Collection Fee (MCF) as adjusted annually multiplied by the number of Participating Member Community households as adjusted

annually multiplied by eight (8) months. The amount of the performance guarantee must be appropriately renewed on the Annual Adjustment Date.

- 12.4.2 The performance guarantee will be a corporate Surety bond or line of credit executed for the term of this Agreement in a manner acceptable to MWA. The Surety on any bond or line of credit shall be a duly authorized corporate Surety company authorized to do business in the State of Iowa and shall be subject to the approval of MWA.

### **SECTION 13 - DEFAULT AND TERMINATION**

#### **13.1 Events of Default by Contractor.**

It shall be an Event of Default if Contractor:

- 13.1.1 Fails to collect all Solid Waste, Recycling, Yard Waste, Bulky Waste, and special collections placed out for collection as required by this Agreement;
- 13.1.2 Fails to deliver all Solid Waste, Recycling, Yard Waste, Bulky Waste, and special collections collected to the designated facilities as required by this Agreement;
- 13.1.3 Fails for any reason to comply with insurance and/or Performance Bond requirements;
- 13.1.4 Assigns this Agreement, or files or has filed a voluntary or involuntary petition by or against Contractor under any law for the purpose of adjudicating Contractor as bankrupt;
- 13.1.5 Fails to perform any material obligation or comply with any material term of this Agreement.

#### **13.2 MWA's Remedies on Contractor Default.**

- 13.2.1 Upon the occurrence of an Event of Default, MWA shall not exercise any of the remedies described below unless MWA has given the Contractor written notice describing in reasonable detail the nature of the Event of Default and the Contractor has failed to cure the Event of Default within a period of five (5) days of receipt of such notice; provided, however, if the Event of Default is an Event of Default listed in Section 13.1, Contractor shall have twenty-four (24) hours from receipt of notice of default to cure the Event of Default; or, if the Event of Default is one not listed in Section 13.1, Contractor shall have such reasonable time, not to exceed thirty (30) days, to effect a cure.
  - 13.2.2 Subject to the foregoing, MWA may take any or all of the following actions:
    - (1) Terminate this Agreement immediately without any obligation or liability to the Contractor, unless such Event of Default is cured within the cure period;
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- (2) Call upon the Contractor's Performance Surety for performance or payment and compensation in such amount as shall reasonably compensate MWA for any and all loss, costs, and expenses incurred as a result of the Event of Default; or
- (3) Take such action and exercise such rights as MWA may have at law or in equity, including, without limitation, the right to seek injunctive relief and specific performance on the Contractor's obligations hereunder. All rights and remedies of MWA shall be cumulative and the exercise of any right or remedy shall not be deemed a waiver, relinquishment, or abandonment of any other right or remedy

13.3 Events of Default by MWA. It shall be an Event of Default if MWA:

- 13.3.1 Fails to make any payments due to the Contractor under this Agreement; or
- 13.3.2 Fails to perform any other material obligation or comply with any material term of this Agreement.

13.4 Contractor's Remedies on MWA Default.

13.4.1 Upon the occurrence of an Event of Default, the Contractor shall not exercise any of the remedies described below unless the Contractor has given MWA written notice describing in reasonable detail the nature of the Event of Default and MWA has failed to cure the Event of Default within a period of five (5) days of receipt of said notice.

13.4.2 Subject to the foregoing required notice and cure period, the Contractor may:

- (1) Terminate this Agreement upon ninety (90) days prior written notice to MWA without any obligation or liability to MWA, unless such Event of Default is cured within such ninety (90) day period;
- (2) Take such action and exercise such rights as the Contractor may have at law or in equity including, without limitation, the right to seek injunctive relief and specific performance on MWA's obligations hereunder. All rights and remedies of the Contractor shall be cumulative and the exercise of any right or remedy shall not be deemed a waiver, relinquishment, or abandonment of any other right or remedy.

13.5 Termination on Default. The proper exercise of the right of termination is in addition to, and not in substitution for, such other remedies whether damages or otherwise of the Party exercising the right of termination. When one Party terminates its obligations to the other Party in accordance with this Agreement, all of its rights, remedies, powers, and privileges are terminated, except as provided in Sections 13.7 and 13.8, and as may otherwise be specifically provided in this Agreement.

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- 13.6 Damages and Enforcement. Upon the occurrence of an Event of Default, the Party in Default hereunder shall be liable to the non-defaulting Party for all loss, costs, and expenses incurred as a result of the Event of Default. The Party who is unsuccessful shall bear the costs of the Party who is successful in any legal proceeding enforcing any provision of this Agreement or in defending such action, including reasonable attorney's fees. The term 'successful' as used herein, shall mean the substantially prevailing party.
- 13.7 Survival of Certain Rights and Obligations. No termination of this Agreement limits or otherwise affects the rights and obligations of any Party that have accrued before the date of such termination.
- 13.8 Mitigation of Damages. The Parties recognize that their legal obligation to mitigate damages to the other Party in the Event of Default shall apply.

#### **SECTION 14 - FORCE MAJEURE**

##### **14.1 Force Majeure.**

14.1.1 Force Majeure means any of the following acts or events, and not others, which materially adversely affect the performance of the obligations of MWA or the Contractor if such act or event is beyond the reasonable control, and not the result of willful or negligent action or a lack of due diligence of the Party relying upon:

- (1) An act of God, fire, flood, or other casualty;
- (2) A valid and enforceable order, judgment, or law of any federal, state, or local court, administrative agency or governmental body, provided that the contesting in good faith or the failure in good faith to contest any such order, judgment, or law shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence, and

14.1.2 As soon as a Party becomes aware of a possible Force Majeure, such Party shall notify the other Party. In the event either Party by reason of a Force Majeure is rendered unable to perform its obligations, then upon said Party giving prompt telephone notice followed by written notice to the other Party after knowledge of the occurrence of said Force Majeure, said Party shall be excused from performing such obligations and have its time of performance delayed; provided, however, that, in no event, will a Force Majeure event affecting a Party excuse it from any obligation to make any payment for Services performed in accordance with this Agreement. Notwithstanding anything in this Section, should such delay exceed forty-five (45) days, the party not claiming the Force Majeure may, at its sole election, terminate this Agreement. A Force Majeure for which said notice has not been given shall be an unexcused delay. The effects of said Force Majeure shall be remedied with all reasonable dispatch, and said Party giving notice shall use best efforts to eliminate and mitigate the consequences thereof.

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#### 14.2 Action Taken During Force Majeure.

14.2.1 If a Force Majeure event occurs which prevents or interferes with the provision of Services, MWA shall be obligated for payments to the Contractor only to the extent of Services performed.

14.2.2 The Contractor shall not be paid for Services not performed as a result of a Force Majeure. In the event that the Contractor is unable to perform the Collection Services as a result of a Force Majeure, MWA may enter into service agreements with others or take whatever action MWA deems appropriate to cause the provision of Collection Services during the period of the Force Majeure.

### **SECTION 15 - AGREEMENT INTERPRETATION**

15.1 Agreement Interpretation. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the Parties hereto in the same manner as the execution of the Agreement. The laws of the State of Iowa shall govern this Agreement. This is a completely integrated Agreement and contains the entire Agreement of the Parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.

15.2 Transferability of Agreement. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of MWA, which consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume all liability and responsibility of the Contractor.

15.3 Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

15.4 Miscellaneous Headings. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

15.5 Further Assurances. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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- 15.7 Delivery of Solid Waste. The Contractor agrees that during the term of this Agreement, all Solid Waste as defined by 455B.301 of Iowa Code, collected by Contractor within MWA's Comprehensive Plan Service Area, will be delivered by Contractor to MWA's licensed facilities. For purposes of this Section, Contractor includes Contractor's joint venture partners, parent company, Contractor's subsidiaries, or other Waste collection companies affiliated with the Contractor.
- 15.8 Relationship of Parties. Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way establishing a partnership between the parties hereto or as constituting the Contractor as the agent, representative, or employee of MWA, the Participating Member Communities or vice versa, for any purpose whatsoever. The Contractor is, and shall remain during the term of this Agreement, an independent contractor with respect to the performance of its obligations hereunder and not a partnership with MWA.
- 15.9 Nonwaiver. No failure, forbearance, neglect or delay by either party to enforce this Agreement or any provision of this Agreement or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Agreement or any provision thereof in the future.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

For The Contractor

For MWA

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

By: \_\_\_\_\_  
Executive Director

WITNESS:

ATTEST:

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

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



**SCHEDULE 1**  
**PROPOSAL DOCUMENTS**

## SCHEDULE 2

### PARTICIPATING MEMBER COMMUNITY FACILITIES COLLECTED AT NO CHARGE

NOTE: Twice weekly collection for solid waste, must be at least 3 days apart, and bi-weekly for recycling.  
All currently serviced by a front loader unless noted otherwise.

Altoona	Service	Size	Frequency
Aquatic Park	1200 Venbury Dr.	2yd frontload	2xweek
		8yd frontload recycling	on call
Library	700 8th St. SW	2yd frontload	1xweek
Senior Citizen	119 2nd St. SE	96gal trash + 96gal recycling	1xweek
Lions Park	500 SW 13th Ave.	3yd frontload	2xweek
Parks & Rec	110 1st Ave. S.	4yd frontload x 3	2xweek
		2yd frontload	1xweek
Waste Waste Co.	1108 SW 8th St.	3yd rearload	1xweek
Youth Complex	900 SE 8th St.	2yd, 3yd, 4yd, 6 yd frontload (1 ea)	2xweek
		8yd frontload	1xweek
		4yd frontload recycling	1xweek
New Water Plan	901 SW 17th Ave.	4yd frontload	2xweek
Fire Station	950 Venbury Dr.	2yd frontload	2xweek
Maintenance Garage	406 SW 5th Ave.	4yd frontload	1xweek
Sports Park	7796 NE 38th Ave.	8yd frontload	1xweek
		8yd frontload	on call
		3yd frontload recycling	1xweek
	900 Venbury Dr.	3yd trash + 3yd recycling	2xweek

<b>Bondurant</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Fire Dept	101 Grant St. N.	95gal x 2	1xweek
Library	104. 2nd St. NE	95gl	1xweek
City Hall	200 2nd St. NE	95gal x 2	1xweek
Maintenance	200 2nd St. NE	8yd	1x week
Blain St Shop	306 1 <sup>st</sup> St. NW	6yd	1xweek
Sports Complex	2100 JR Haines Pkwy	8yd	1xweek
Sports Complex	2100 JR Haines Pkwy	4yd	1xweek
Sports Complex	2100 JR Haines Pkwy	95gal x 10	1xweek
<b>Clive</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Public Work	2123 NW 111th St	6yd	2xweek
Aquatic Center	1801 NW 114th St.	8yd	2xweek
Dymond Public Safety	8505 Harback Blvd.	8yd	2xweek
Campbell Park	12385 Woodlands Pkwy	8yd	2xweek
<b>Grimes</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Community Center	410 SE Main St.	4yd trash	1xweek
Library	200 N James St.	2yd trash	1xweek
<b>Johnston</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Library	6700 Merle Hay Rd.	3yd trash	1xweek
		3yd recycle	1xweek
Public Works	6400 NW Beaver Dr.	6yd trash	1xweek
		2yd recycle	1xweek
Crown Point	6300 Pioneer Pkwy	6yd trash	1xweek
		2yd recycle	1xweek

Simpson Barn	6169 Northglenn Dr.	6yd trash	1xweek
Johnston Parks	6300 Pioneer Pkwy	6yd trash	1xweek
Water Dept	6221 Merle Hay Rd.	2yd trash	1xweek
Public Safety Bldg	6373 Merle Hay Rd.	4yd trash	1xweek
		2yd recycle	1xweek
Fire Station	10225 NW 62nd Ave.	2yd trash	1xweek
Dewey Park	5225 NW 64th Pl.	3yd trash	1xweek
Terra Park	6400 Pioneer Pkwy	6yd trash	1xweek
<b>Mitchellville</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Sewer Pl	206 Cotton Ave. SW	6yd frontload	2xweek
Community Ctr	114 2nd St. NE	2yd frontload	1xweek
Ball Field	210 Jasper Ave. NE	4yd frontload	1xweek
City Park	207 Oak Ave. NE	2yd frontload	1xweek
Public Works	201 Cotton Ave. NW	4yd frontload	1xweek
Police Station	110 2nd ST. NE	2yd frontload	1xweek
<b>Norwalk</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Fire Station	1100 Chatham Ave.	2yd trash	2xweek
		2yd recycle	1xweek
Parks & Recreation	1104 Sunset Dr.	2yd trash	1xweek
City Hall	705 North Ave.	2yd trash	2xweek
Library	1051 North Ave.	95gal x 2	1xweek
Wildflower Park	1915 North Ave.	2yd trash	1xweek
City Shop	907 North Ave.	4yd trash	2xweek
		4yd recycle	1xweek

Pool	1112 E. 18th St.	4yd trash	1xweek (seasonal)
<b>Pleasant Hill</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
City Hall	5160 Maple Dr.	2yd frontload trash + 96gal recyc	1xweek
City of Oakwood	4400 E. Oakwood Dr.	2yd rearload	1xweek
Library	5151 Maple Dr.	2yd + 4yd frontload trash	1xweek
		2yd frontload recycling	1xweek
Doanes Park	5050 Doanes Park Rd.	3yd frontload	1xweek
Public Works	5440 SE Vandalia Dr.	4yd frontload	1xweek
Little League	5000 Doanes Park Rd.	3yd frontload	1xweek
Police Dept.	6874 Martha L Miller Dr	3yd frontload	1xweek
<b>Polk City</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Community Room	309 Van Dorn St.	2yd trash	1xweek
Miller Park Shelter	401 Booth St.	2yd trash	1xweek
Library	1500 W. Broadway St.	2yd trash	1xweek
Maintenance Shop	301 E. Northside Dr.	2yd trash	1xweek
Sports Complex	1701 W. Bridge Rd.	3yd trash	1xweek
<b>Runnells</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Post Office	110 Brown St.	3yd rearload	1xweek
Area Park	110 Main St.	4yd rearload	1xweek
<b>West Des Moines</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
Valley Junction Dntwn	5th St.	30 Gallon cart x 40	2xweek
Public Works Facility	560 S. 16th St.	6yd frontload x 2	1xweek
Library	4000 Mills Civic Pkwy	4yd frontload	2xweek
City Hall	4200 Mills Civic Pkwy	6yd frontload trash	2xweek

		6yd frontload recycling	1xweek
Police Station	250 Mills Civic Pkwy	6yd frontload	3xweek
Fire/EMS Station 21	3421 Ashworth Rd.	6yd frontload	2xweek
Westside Station 22	1801 68th St.	2yd frontload x 2	2xweek
Fire/EMS Station 17	1401 Railroad Ave.	2yd frontload + 3yd frontload (1 each)	2xweek
Fire/EMS Station 18	5025 Grand Ave.	2yd frontload	1xweek
Fire/EMS/Westcom	8055 Mills Civic Pkwy	3yr frontload	3xweek
Waterworks Plant	1505 Railroad Ave.	6yd frontload	2xweek
Parks Maintenance	1421 Maple St.	6yd frontload trash x 6	2xweek
		6yd frontload recycling	1xweek
Holiday Park Baseball	1620 Holiday Park Rd.	6yd frontload	2xweek
Holiday Park Softball	1620 Holiday Park Rd.	6yd frontload	2xweek
Holiday Park Acquatic	1701 Railroad Ave.	2yd frontload	3xweek
Valley View Acquatic	255 S. 81st St.	6yd frontload	2xweek
Rac Rivr Park Softball	2500 Grand Ave.	6yd frontload x 3	2xweek
Racoon River Park Ntr	2500 Grand Ave.	4yd frontload	2xweek
Jordan Creek Park	4549 EP True Pkwy	6yd frontload x 2	2xweek
WDM EMS	8055 Mills Civic Pkwy	2yr frontload recycling	1xweek
Public Services	8850 Grand Ave.	4yd frontload traash x 4	2xweek
		6yd frontload recycling	1xweek
<b>Windsor Heights</b>	<b>Service</b>	<b>Size</b>	<b>Frequency</b>
City Hall	1145 66th St.	6yd trash	1xweek
Community Center	6900 School St.	6yd trash	1xweek
Public Works	1145 66th St.	6yd trash	1xweek

### SCHEDULE 3

#### PARTICIPATING MEMBER COMMUNITY HOUSE COUNTS

NOTE: House counts provided below are for the most recent data available. MWA updates house counts on a quarterly basis and will obtain the house counts from its Participating Member Communities in January, April, July, and October.

CITY	HOUSE COUNT
Alleman	158
Altoona	6,095
Ankeny	21,272
Bondurant	2,389
Carlisle	1,444
Clive	5,706
Elkhart	317
Grimes	4,196
Hartford	295
Johnston	6,598
Mingo	115
Mitchellville	583
Norwalk	4,473
Pleasant Hill	3,335
Polk City	1,956
Prairie City	580
Runnells	170
Unincorp. Polk County	9,150
Urbandale	14,888
West Des Moines	14,493
Windsor Heights	2,003
<b>TOTAL</b>	<b>100,216</b>

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**Attachment 2****Municipal Solid Waste, Recycling, and Yard Waste Collection Services  
PROPOSAL FORMS: RFP FORMS A THROUGH H****Instructions**

Please complete the following forms, print, and sign the final forms for submittal with your proposal.

You may also print this document, fill in your numeric answers by hand, attach additional sheets for typed narrative answers, and then sign the forms. All forms completed manually must be clear and legible.

**Table of Contents**

Form A:	Proposal Content Checklist
Form B:	Proposer Information Questionnaire
	General Contact Information
	Qualifications Questionnaire
	Business Information
	Spring Cleanup
Form C:	Certification of Binding Signature
Form D:	Bid Bond
Form E:	Certification of Independent Proposal Pricing
Form F:	Price Worksheet
	Solid Waste Collection and Disposal Fee
	Recyclable Waste Collection Fee
	Yard Waste Collection Fee
Form G:	Itemized Listing of Trucks and Other Collection Equipment
Form H:	Certification of Acceptance of the Draft Municipal Solid Waste, Recycling, and Yard Waste Collection Services Agreement or Notification of Proposed Exceptions
Form I:	Acknowledgement of Receipt of Addenda

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**Form A: Proposal Content Checklist**

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**Instructions:** Please check off the forms and other proposal sections to assure your proposal is complete and all forms are signed:

- ☐ Proposal      Cover Letter
- ☐ Form A:      Proposal Content Checklist
- ☐ Form B:      Proposer Information Questionnaire (including references)
- ☐ Form C:      Certification of Binding Signature
- ☐ Form D:      Bid Bond
- ☐ Form E:      Certification of Independent Proposal Pricing
- ☐ Form F:      Price Worksheet
- ☐ Form G:      Itemized Listing of Trucks and Other Collection Equipment
- ☐ Form H:      Certification of Acceptance of the Draft or Notification  
of Proposed Exceptions
- ☐ Form I:      Acknowledgement of Receipt of Addenda

## Form B: Proposal Information Questionnaire

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**Instructions:** Please attach additional pages as may be necessary to properly respond to each of the following questions. This form must be signed by the authorized representative of the Proposer.

### General Contact Information

Name of Company Proposing: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Website: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Type of organization: \_\_\_\_\_  
*(e.g., corporation, joint venture, partnership, individual)*

**References:** Please provide on separate page(s) your collection references. For each reference, please provide municipality, number of households per day, contract structure between the proposer and the municipality(ies) or public agency being serviced, type and frequency of service provided, etc.

### Qualifications Questionnaire

Please describe the qualifications or expertise of your company in each of the following categories:

**General Management**

**Financial Stability and Strength**

**Household Waste and Recyclable Waste Collection Experience**

**Overview of Services to be Provided**

**Staff Resources Dedicated to the Contract, Including Training**

**Technology: Routing, Dispatch, and Contamination Monitoring**

**Business Information**

1. Within the past ten (10) years, has the Company (operating under current name and/or any other name) submitting this proposal failed to complete a contract?

☐ Yes ☐ No

If so, state name of parties to the contract, the date of the contract and the reason for non-completion. If a bond was posted, state the contact information for the bond company.

2. Within the past ten (10) years, has the Company (operating under current name and/or any other name) submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county or other public entity?

☐ Yes ☐ No

If so, state the nature of the failure?

3. With what other lines of business are you or your company directly or indirectly affiliated?

4. Describe the nature of your current business.

5. State the length of time you have been in business under your present name.

6. Within the last ten (10) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations?

☐ Yes ☐ No

If so, state the details and disposition.

7. Has the Company submitting this proposal, or any of its subsidiaries, been a party to any lawsuits within the last ten years?

☐ Yes ☐ No

If so, list these lawsuits and explain the nature of the lawsuit and the disposition.

8. List names and business address of all individuals financially associated with the Company that is submitting this Proposal.

9. If awarded this contract, will your Company be able to provide solid waste, recyclable waste, and yard waste collection services by the Contract start date?

☐ Yes ☐ No

10. What is the transition plan required between the current contract operations and the new Contract operations? For example, how will various collection functions be routed, and how would proposed collection day changes occur?
11. Is your company currently under contract to provide solid waste collection and disposal services for any other governmental, or quasi-governmental, entity(ies) in the State of Iowa? If so, identify the name of said entities and the date of the initial contract and whether the contract has been renewed by the entity.

### **Yard Waste Collection**

1. What is your experience with providing yard waste collection services?
2. What program efficiencies will be gained through one Contractor collecting solid waste and yard waste?

### **Spring Clean Up Day**

3. What is your experience with providing services at cleanup day events?
4. What are your plans for servicing the cities' spring cleanup days?

### **Authorized Signature**

Signature of person duly authorized to sign submittal on behalf of the Proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

## Form C: Certification of Binding Signature

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**Instructions:** Selected forms provided in this RFP are required to be completed and be executed by an official authorized to bind the Proposal offer. All completed forms shall be made a part of the Respondent's proposal. Selected forms must be signed by the same authorized person.

The undersigned Respondent further certifies that he/she has read the information submitted by the Proposer and has personal knowledge that the information submitted is true and correct.

I, \_\_\_\_\_  
(Name of Authorized Officer)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Proposer Firm name)

\_\_\_\_\_  
(Date)

I swear that pricing shall be valid for a period of 120 days after submittal.

I swear that I am authorized to execute all Proposal forms included in this Proposal response to the RFP and to bind the company to these agreements; and swear that I have read the information contained in this Proposal and that I have personal knowledge that it is true and correct.

**Form D: Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, hereinafter called the Principal, a ☐ corporation ☐ partnership ☐ individual  
duly authorized by law to do business as a construction contractor in the state of Iowa, and

\_\_\_\_\_  
(Surety Company name)

a corporation duly authorized to do a surety business under the Laws of the state of Iowa as Surety, hereinafter called the Surety, are held and firmly bounds unto the Board of Regents, State of Iowa as Obligee, hereinafter called the Obligee, in the penal sum of \$15,000 for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the project named:

\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

	Principal	Seal
Witness	Signature	
	Print or type name signed above	
	Title	
Witness	Surety	Seal
	Signature	
	Print or type name signed above	

## **Form E: Certification of Independent Proposal Pricing**

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The Proposer makes the following representations and certifications as part of this proposal:

The undersigned respondent certifies that the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other Proposer(s) for any of the following:

- A. Controlling of the price of such proposal(s);
- B. Limiting of the number of proposals or Proposers; or
- C. Parceling or farming out to any Proposer(s) or other persons of any part of the Contract or any part of the subject matter of the proposal(s) or of the profits.

The undersigned respondent certifies that they have not and will not divulge the sealed proposal to any person until after the Contract is fully executed or until MWA publicly releases this sealed information.

The undersigned respondent further certifies that the Proposer has not been a party to any collusion including, but not limited to, actions such as:

- A. Proposers restraining the freedom of competition by agreement to make a proposal at a fixed price or pre-arranged price limit;
- B. Refraining from submitting a proposal at a fixed or pre-arranged price limit; or
- C. Refraining from submitting a proposal.

The undersigned responded further certifies that the Proposer has not engaged in any prohibited contact or conflict of interest with any City official or its agents such as, but not limited to:

- A. Discussion of service quantity, quality, or price in the prospective Contract or any other terms of said prospective Contract; or
- B. Any other prohibited discussions between the Proposers and City officials or agents concerning exchange of money or other things of value for special consideration in the letting of a Contract.

Signature of person duly authorized to sign submittal on behalf of the Proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

## Form F: Solid Waste, Recycling, Yard Waste Cost Proposal

Responders may choose to provide proposed pricing for services from any or all of the following zones. A selected Proposer will be awarded no more than two zones.

### Zone 1: Altoona, Bondurant, Clive, and Pleasant Hill (Currently 17,525 households)

The following communities may be added to zone for recycling services only: **Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** (*Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.*)

#### A. SOLID WASTE & RECYCLING:

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

#### B. YARD WASTE

Yard Waste price per Ton	= \$ . /Ton
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**Zone 2: Carlisle, West Des Moines, Windsor Heights (Currently 17,940 households)**

The following communities may be added to zone for recycling services only: **Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** (*Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.*)

**C. SOLID WASTE & RECYCLING:**

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

*\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.*

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

**D. YARD WASTE**

Yard Waste price per Ton	= \$ . /Ton
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**Zone 3: Grimes, Johnston, Mitchellville, Norwalk, Polk City, Runnells (Currently 17,976 households)**

**The following communities may be added to zone for recycling services only: Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** *(Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.)*

**E. SOLID WASTE & RECYCLING:**

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

*\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.*

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

**F. YARD WASTE**

Yard Waste price per Ton	= \$ . /Ton
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**Zone 4: Ankeny, Bondurant, Polk City (Currently 25,617 households)**

**The following communities may be added to zone for recycling services only: Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** *(Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.)*

**G. SOLID WASTE & RECYCLING:**

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

*\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.*

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

**H. YARD WASTE**

Yard Waste price per Ton	= \$ . /Ton
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**Zone 5: Carlisle, Clive, Mitchellville, West Des Moines, Windsor Heights (Currently 24,229 households)**

**The following communities may be added to zone for recycling services only: Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** *(Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.)*

**I. SOLID WASTE & RECYCLING:**

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

*\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.*

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

**J. YARD WASTE**

Yard Waste price per Ton	= \$ . /Ton
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**Zone 6: Altoona, Grimes, Johnston, Norwalk, Pleasant Hill, Runnells (Currently 24,867 households)**

**The following communities may be added to zone for recycling services only: Alleman, Ankeny, Mingo, Elkhart, Hartford, Prairie City, Unincorporated Polk County, Urbandale** *(Added communities < 25% of the Zone household count will be at the agreed upon rate below. If >25%, will be negotiated.)*

**K. SOLID WASTE & RECYCLING:**

Please provide the per month per household proposed rate for the services below.

	Solid Waste	Recycling (Every Other Week Collection)	Recycling (Weekly Collection)	Solid Waste Alternate w/out Recycling*
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO	= \$ . /HH/MO
Spring cleanup	= \$ . /HH/MO			= \$ . /HH/MO

*\* Solid Waste Alternate w/out Recycling: per household cost in the event recycling collection procured as a separate contract based on Zone 7.*

Additional Services	
- Excessive Cardboard Pick-up	= \$ . /Trip
- Go back cart collection (miss)	= \$ . /Trip
- Extra cart collection (outside regular collection schedule)	= \$ . /Trip
- Additional proposed:	

**L. YARD WASTE**

Yard Waste price per Ton	= \$ . /Ton
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**Zone 7: Alternate Cost for Stand Alone Recycling Contract****A. RECYCLING:**

**Please provide the per month per household proposed rate for the services below for:**

**Alleman, Altoona, Ankeny, Bondurant, Carlisle, Clive, Elkhart, Grimes, Hartford, Johnston, Mingo, Mitchellville, Norwalk, Pleasant Hill, Polk City, Prairie City, Runnells, Unincorporated Polk County, Urbandale, West Des Moines, Windsor Heights**

	Recycling <i>*Every Other Week Collection</i>	Recycling <i>*Weekly Collection</i>
96-gal cart	= \$ . /HH/MO	= \$ . /HH/MO
48-gal cart	= \$ . /HH/MO	= \$ . /HH/MO
96-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO
48-gal extra cart	= \$ . /HH/MO	= \$ . /HH/MO

Excessive Cardboard Pick-up	= \$ . /Trip
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## Form G: Itemized Listing of Trucks and Other Collection Equipment

### Technical Description of Collection Equipment

This form shall be executed by the authorized official to bind the Proposer. Information should be completed for each different model of equipment proposed (including any spares).

Make of Chassis & Body	Model	Year	#	Capacity/Cubic Yards	Loading Method	Delivery Schedule, if not Currently Owned

### Route Planning Assumptions

Please explain your company's approach to servicing the zones bid on in this Proposal. Include any relevant specifics including transition of service, routing, methods of collection, crew size, approach to support customer care model outlined in Draft Agreement, and additional relevant information.

MWA will require any hauler who changes green or black lid (*i.e.* indicator for every other week collection schedule) to incur the responsibility and cost of swapping the lids.

With this in mind, will you give preference to maintaining existing lid colors and schedules?

☐ Yes   ☐ No

For instances it cannot be maintained, how do you propose handling transitions?

Signature of person duly authorized to sign submittal on behalf of the Proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

**Form H: Certification of Acceptance of the Draft Agreement or Notification of Proposed Exceptions**

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\_\_\_\_\_[Respondent's Company Name]

has reviewed the Draft Agreement Contract (Attachment 1) in the RFP.

- ☐ We have no changes to request to the Draft Agreement and we have no exceptions to the proposed Agreement language. We hereby certify that our legal counsel reviewed the Draft Agreement and accepts the language "as is". If awarded the Contract by MWA, we hereby certify that we will execute the final Contract without any proposed changes.

Or

- ☐ We have exceptions to the Draft Agreement language. We have proposed changes to request to the Draft Agreement. We have attached a redline ("tracked changes") version of the draft Contract that itemizes our changes or exceptions. We hereby certify that our legal counsel reviewed the Draft Agreement and accepts the language with the proposed changes. No other exceptions or changes are or will be proposed. If awarded the Contract, we hereby certify that we will execute the final Contract if our proposed changes are accepted by MWA.

Signature of person duly authorized to sign submittal on behalf of the respondent:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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



**Form I      Acknowledgement of Receipt of Addenda**

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Please acknowledge receipt of addenda to the City's RFP for Refuse Collection Services with your signature. An opportunity to acknowledge up to five (5) addenda is included in this form but does not necessarily mean that five (5) addenda will be provided.

Addendum 1                      \_\_\_\_\_

Addendum 2                      \_\_\_\_\_

Addendum 3                      \_\_\_\_\_

Addendum 4                      \_\_\_\_\_

Addendum 5                      \_\_\_\_\_

Signature of person duly authorized to sign submittal on behalf of the Proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone