



CITY OF
Tulsa
A New Kind of Energy.

Invitation For Bids IFB/TAC # 1247
Waste Disposal – Landfill Services
Tulsa Authority for the Recovery of Energy
Issued: May 12, 2022

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the Recovery of
Energy**
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NOTICE is hereby given that the City of Tulsa, Oklahoma, on behalf of and as agent for the **Tulsa Authority for the Recovery of Energy (TARE)**, a public trust for which the City of Tulsa provides staff services under contract with TARE, will receive sealed Bids for the following:

BID # TAC 1247

DESCRIPTION: Waste Disposal – Landfill Services (Commodity Code(s): 988-46)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City’s website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday, June 8, 2022, and delivered to:

City Clerk’s Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) the Instructions, Terms and Conditions for Bidders, (8) Special Requirements, (9) Technical Specifications and (10) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet. Must be completed.
- _____ Form #2: Agreement for Disposal of Municipal Solid Waste (Including Intergovernmental Waste), Green Waste and Rejects.
Complete legal name and fill in all other blanks including name, business structure, notification address, telephone number, email address, disposal facility location, attestation, date, and Disposal Fee Pricing [Appendix A on Page 56]. Original signature required.
- _____ Form #3: Affidavit. Original signature and notarization required.
- _____ Form #4: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- _____ Instructions, Terms and Conditions for Bidders
- _____ Special Requirements (Offer Period; Insurance and Bonding; References)
- _____ Technical Specifications
- _____ Exhibit A [Page 22]: Bid Form. This is your Bid. It must be completed or your Bid will be rejected. **Exhibit A on Page 22 must be identical to Appendix A on Page 56.**

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Donny Tiemann
dtiemann@cityoftulsa.org
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103
Include **IFB TAC 1247** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB/TAC 1247 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.CityofTulsaPurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference is held for this IFB, information on that conference will be inserted below:

No Pre-Bid Conference Will Be Held.

Bid Packet Submission

TARE requires two completed Bid packets: **1 Original and 7 Copies**. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

X **Electronic Copy also required.**

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned, or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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FORM #1
BIDDER INFORMATION SHEET

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

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

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

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

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: Click or tap here to enter text.



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FORM #2 IS APPENDED HERETO

INSTRUCTIONS: The Agreement appended hereto as Form #2 **must** be properly signed and returned, or your Bid will be **rejected**. This Agreement constitutes your offer and, if accepted by the Tulsa Authority for the Recovery of Energy, will constitute the Agreement under which you are obligated to perform. Your signature on this Agreement indicates you have read and understand these terms and agree to be bound by them.

The following terms, conditions and provisions apply to the Agreement appended hereto:

- Documents Constituting the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2 (the “Agreement for Disposal of Solid Waste, Green Waste and Rejects,” including Appendix A and Appendix B appended thereto, all of which is sometimes also referred to as the “Contract”), Form #3, Form #4, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A, and any addenda or amendments to the Bid Packet. The entire Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the transaction represented by this Bid Packet shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous, and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Irrevocable Offer.** Bidder understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services described therein. There is no contract unless and until TARE executes this Agreement accepting Seller’s Bid. No TARE officer, employee or agent has the authority to award contracts or legally obligate TARE or the City to any contract. Seller shall not provide any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE. If Seller provides any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE, such Goods and/or Services are provided at Seller’s risk, and TARE shall have no obligation to pay for any such Goods and/or Services.
- No Indemnification by TARE.** Bidder understands and acknowledges that TARE is an Oklahoma public trust whose sole beneficiary is the City of Tulsa, municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, TARE shall not indemnify nor hold Bidder harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Bidder shall not limit its liability to TARE for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TARE reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- No Confidentiality.** Bidder understands and acknowledges that TARE is subject to the Oklahoma Open Records Act (51 O.S. §§ 24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Bidder pursuant to this Agreement that would be inconsistent with TARE’s compliance with its statutory requirements thereunder.
- Non-Responsive Bids.** Bidder understands and acknowledges that, if it adds terms and conditions to its Bid that are different from the terms set forth in the Agreement, its Bid may be rejected as non-responsive. Furthermore, if TARE accepts the Bid and awards a contract to Bidder based on such Bid, TARE shall not be bound to any exceptions, changes or additions made by Bidder, and any terms and conditions added by Bidder which are not expressly agreed to by TARE in writing will be void and of no



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force and effect, and the parties will be governed according to the document precedence set forth in Section 1 above.

6. **Compliance with Laws.** Bidder shall at all times comply with all applicable federal, state and local laws, regulations and standards. Bidder is responsible for any costs of such compliance. Bidder certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.DHS.gov/E-Verify.
7. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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FORM #3
AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

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

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized



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FORM # 4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ▶

Printed Name:

Title:

Date:



INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** TARE issues this Invitation for Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean TARE’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean TARE’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation for Bid by TARE which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide TARE with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - General Partnerships** – any partner can sign to bind all partners.
 - Limited Partnerships** – the general partner must sign.
 - Individuals** – no additional authorization is required, but signatures must be notarized.
 - Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by TARE in accordance with the Invitation for Bid.



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- G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
- H. **“Bid Submission Date”** shall mean the last date by which TARE will accept Bids for an Invitation for Bid.
- I. **“City”** shall mean the City of Tulsa, Oklahoma.
- J. **“Contract Administrator”** shall mean the Manager of Refuse and Recycling Services of the City of Tulsa, Oklahoma.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Seller”** shall mean the Seller whose Bid TARE selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations for Bid or completing contracts herein.
- N. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103.
- O. **“Secondary Seller”** shall mean the Seller whose Bid TARE selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
- P. **“Seller”** shall mean the Bidder whose Bid TARE selected and awarded a contract.
- Q. **“TARE”** shall mean the Tulsa Authority for the Recovery of Energy.
- R. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Seller whose Bid the TARE selected and awarded a contract.
- S. Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.CityofTulsaPurchasing.org.

- 3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on TARE or the City. At TARE’s discretion, any information or clarification made to you may be communicated to other Bidders that notified TARE or the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and TARE refunded any payments made.
- 4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.



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5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** TARE may addend to or amend its Invitation for Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. TARE will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation for Bid with your Bid. TARE may reject any Bid that fails to acknowledge any addenda or amendments.
7. **PERMITS AND LICENSES.** The Bidder is required to have obtained all applicable governmental permits, licenses and authorizations that are required under any applicable local, state or federal law or regulation (“Applicable Law”) to perform its obligations hereunder. Violation of these provisions shall immediately void the Bid (and any Purchase Agreement executed pursuant hereto).
8. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, TARE’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. TARE may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, TARE may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TARE. In the case of existing contracts, you shall give TARE thirty days’ advance notice in writing of any such proposed changes or substitutions. TARE shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
9. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, discounts offered for prompt payment will be taken if payment is made within the discount period.
10. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
11. **TAXES.** TARE is exempt from Oklahoma state sales and excise taxes, and such taxes shall not be included in the Bid prices.
12. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids



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may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by TARE (as evidenced by TARE’s execution of the Purchase Agreement) shall constitute a firm contract.

- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at the address listed on the Summary Sheet in the front of the Bid Packet.
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. Neither TARE nor City is responsible for the failure of Bids to be received by the City Clerk’s Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
- City Hall is closed for business for part or all of the day on the date the response was due;
 - If the City or TARE deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required;
 - If documented weather conditions caused the late delivery, in which case you must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** Neither City nor TARE is responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options (“Option(s)”) to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in one-inch red letters on the Bid Packet cover page, and (2) a copy for City’s Purchasing Division, clearly labeled as such in one-inch red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (*i.e.*, Box 1 of 3; Box 2 of 3, etc.). **The original must be in Box #1.**



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- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

13. BID REJECTION OR WITHDRAWAL. TARE may reject any or all Bids, in whole or in part.

A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to TARE.

A Bid may be rejected if Bidder is currently in default to TARE or the City on any other contract or has an outstanding indebtedness of any kind to TARE or the City.

TARE reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.

Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

14. BID RESULTS. A tabulation of Bids received will be made available on the City's Purchasing Division website generally within five working days after the Bid Opening Date. After a contract award is recommended to TARE, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

15. PURCHASE ORDER. In the event that the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City or TARE to be in the best interests of TARE, TARE, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by TARE and Bidder/Seller.

16. CONTRACT AWARD. If a contract is awarded, it will be awarded to the Bidder that TARE determines is the lowest and best competitive Bidder meeting TARE's specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with TARE and/or the City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, TARE reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in TARE's best interest.

17. IRS FORM W-9. If TARE selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide the project buyer with your complete IRS Form W-9.

18. NOTICE TO PROCEED. If TARE accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from TARE may be considered notice to proceed.

19. INVOICES AND PAYMENTS. Invoices should be e-mailed to TARE at:

TARE@CityofTulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the TARE's Acceptance of the Goods and/or Services, whichever is later, unless TARE decides in its discretion to take advantage of any prompt payment discount included in the Bid.



SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City’s close of business on the Bid Submission Date until **365 days** after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold both TARE and the City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold both TARE and the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. No lien of any kind shall exist against any property of TARE, and pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of TARE or the City. Seller shall deliver all goods to TARE free and clear of liens. Delivery by Seller to TARE of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement, and all damages and costs incurred by TARE or the City as a result of the existence of such liens shall be paid to TARE by Seller. At TARE’s option, TARE may return such goods to Seller, and Seller shall pay the cost of returning such goods and reimburse TARE for any payments made for such goods.

4. Insurance. If checked “Yes,” the following insurance is **required:** **Yes: No:**

Seller and its subcontractors must obtain at Seller’s expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers’ Compensation insurance in the statutory limits required by law:

Personal injury, each person	\$ 500,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Commercial General Liability, each occurrence	\$ 5,000,000.00
Commercial General Liability, aggregate	\$ 10,000,000.00
Employer’s Liability	\$ 1,000,000.00
Excess Umbrella Liability, each occurrence	\$ 10,000,000.00
Environmental Pollution Liability, each occurrence	\$15,000,000.00
Environmental Pollution Liability, aggregate	\$15,000,000.00
Workers’ Compensation	(Statutory requirements)

**SELLER’S INSURER MUST BE AUTHORIZED TO TRANACT
BUSINESS IN THE STATE OF OKLAHOMA.**

You will have ten days after notification that your Bid was selected for contract award by TARE to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer’s name and address
- C. Policy number(s)
- D. Liability coverage and amounts



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- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. IFB/TAC # 1247

The policies of insurance shall be primary and written on forms acceptable to TARE and placed with insurance carriers approved and licensed by the State of Oklahoma and meet a minimum financial rating by A.M. Best & Company of no less than “Excellent.” The policies of insurance must include an endorsement from the insurer adding TARE as an additional insured to the policy. The Seller shall file proof of insurance certificate(s) for it and its subcontractors (if any) meeting the requirements as set forth herein with TARE prior to execution of this Agreement; in addition, the Seller shall be solely responsible for assuring that all proofs of insurance filed with TARE are up to date. Failure of the Seller to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination of this Agreement by TARE. No changes are to be made to these specifications without prior written approval by TARE. Approval of the insurance by TARE shall not relieve or limit the liability of the Seller for any damages arising from the Seller’s performance of services provided herein. All policies required herein, unless specific approval is given by TARE, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against TARE and the City. Additionally, all policies other than workers compensation policies shall name TARE and the City as additional insureds. The Seller shall ensure that the insurance coverage required under this Agreement is obtained and maintained by the Seller or its subcontractors for its subcontractors (if any) to cover their Services hereunder; the Seller shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each policy except workers compensation policies shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured either party, reduced in coverage or in limits except after twenty calendar days’ prior written notice by certified mail, return receipt requested, has been given to TARE; workers compensation policies shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten calendar days’ prior written notice by certified mail, return receipt requested, has been given to TARE. TARE shall retain the right at any time to review coverage, form of policies and amount of insurance. The procuring of each required policy or policies of insurance shall not be construed to limit the Seller’s liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding such policies of insurance, the Seller shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of the Seller or its suppliers or subcontractors in connection with this Agreement. The Seller shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not TARE and/or the City is an insured under the policy. Claims-made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by TARE and/or the City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, the Seller agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year. Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be received and approved by TARE or by City staff as delegated by the TARE upon execution of this Agreement by the Seller and at least thirty calendar days prior to expiration of the insurance when applicable. All insurance certificates shall be received and approved by TARE before the Seller will be allowed provide Goods or to commence or continue Services.

5. Bonding.

A. Bid Bond. If the box is checked “Yes,” the Bid Bond is **required**:

Yes: No:



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B. Performance Bond. If the box is checked “Yes,” the Performance Bond is **required**:

Yes: No: Amount of Bond: \$ 600,000.00

6. References. If the box is checked “Yes,” References are **required**:

Yes: No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided by the Bidder.

Company Name: Contact Name: Address: Phone Number: Email Address: Est. Number of Customers Served Est. Quantity of Material Collected/Processed Description of Supplies/Services Provided: Dates of Service	_____ _____ _____ _____ _____ _____ _____ _____ _____
Company Name: Contact Name: Address: Phone Number: Email Address: Est. Number of Customers Served Est. Quantity of Material Collected/Processed Description of Supplies/Services Provided: Dates of Service	_____ _____ _____ _____ _____ _____ _____ _____ _____
Company Name: Contact Name: Address: Phone Number: Email Address: Est. Number of Customers Served Est. Quantity of Material Collected/Processed Description of Supplies/Services Provided: Dates of Service	_____ _____ _____ _____ _____ _____ _____ _____ _____



TECHNICAL SPECIFICATIONS

SCOPE

This Invitation for Bids (IFB) is being issued by the Tulsa Authority for the Recovery of Energy (TARE or AUTHORITY) for service for the City of Tulsa (City). AUTHORITY is responsible for solid waste collection, recycling, and disposal of solid waste resulting in recovery of energy or recyclable materials from solid waste for the City of Tulsa (City). The purpose of this section of the IFB is to familiarize Bidders with the City, the proposed services, and all available data regarding service levels, service units, and refuse and recyclables generation in the City.

AUTHORITY is soliciting bids for the following service:

Disposal of Municipal Solid Waste (including Intergovernmental Solid Waste), Green Waste and Rejects. Disposal shall refer to provision of disposal of acceptable Solid Waste, Green Waste and Rejects collected from Residential Service Units within the City of Tulsa, as well as Intergovernmental Solid Waste. Please refer to the disposal agreement appended hereto as Form #2 for the complete details of the disposal program.

BACKGROUND

Current Solid Waste and Recycling Service in the City of Tulsa: Residential solid waste services are provided by contracted haulers and city forces. The City provides collection services to approximately 120,500 households

The goal of this IFB is to procure a Bidder that provides the lowest and best bid to provide the service being solicited herein.

Table 1 — Residential Service Units

Customer	2018	2019	2020	2021
Total Customers	118,536	118,848	119,661	120,380

- a. MSW Disposal: Table 2 below shows historical municipal solid waste (MSW) disposed by City of Tulsa.

Table 2 - MSW Disposal

Fiscal Year (July to June)	Tons of MSW
2017	156,399
2018	165,131
2019	171,632
2020	148,161
2021	135,906

BID CONTENT

Section 1 - Method of Approach: Municipal Solid Waste (including Intergovernmental Solid Waste), Green Waste and Rejects Disposal. Included with the Bid, Bidders must provide the following information regarding the method of approach to provide Disposal of Municipal Solid Waste Services. Services performed by the Seller will be in accordance with the Agreement included as Form #2 to this IFB.



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a. Facility Description. Bidders must provide a description of the facilities to be used to provide service under the Agreement. The following information must be included in the facility description:

- I. Location of facility. The location shall not be further than twenty (20) miles from the City of Tulsa epicenter located at East 31st Street and South Pittsburg Avenue. Authority may evaluate the following factors as to the proposed location for the facility.
 - i. Access to City roadways;
 - ii. Potential reduction or increase in collection costs for the City's Contractor collecting Acceptable Solid Waste; and
 - iii. Other information regarding the proposed location.
- II. Description of daily and annual maximum capacity for the initial and all optional renewal terms of the Agreement.
- III. Description of the equipment utilized at the facility.
- IV. Identification and description of items, materials and substances that will not be accepted at the facility.
- V. Vehicle Access. Bidders must provide the following information related to vehicle access.
 - i. Estimate, based on historical data or guarantee, the amount of time vehicles will spend time at the facility when tipping a load.
 - ii. Description of other vehicle access issues, such as surrounding roads and road surfaces.

b. Existing Structures/Construction/Renovation/Maintenance and Equipment Plan. Bidder shall provide a proposed construction or existing building plan and equipment plan as part of the Bid. The plan shall, at a minimum, provide the following information related to any facilities that would be used to provide service under the Agreement.

- I. Proposed schedule for construction/renovation/maintenance including, at a minimum, the following dates:
 - i. Date of purchase of property
 - ii. Date for commencement and completion of construction/renovation
 - iii. Date for purchase and receipt of equipment
 - iv. Other key dates associated with the construction/renovation and equipment
- II. Description of layout of equipment
- III. Description of maintenance schedule for the facilities
- IV. Other construction and equipment information to assist Authority in its evaluation.

c. Description of the following aspects of the facility as to meet or exceed the requirements set forth in the Agreement in Form #2:

- I. Priority access for City's contracted hauler (Section 5.8 of Agreement in Form #2)
- II. Truck turn-around time (Section 5.9 of Agreement in Form #2)
- III. Scale house requirements (Section 5.5 of Agreement in Form #2)
- IV. Hours of operations (Section 9.1 of Agreement in Form #2)

Section 2 - Facility Permits. Bidder shall provide a complete description of each permit, including but not limited to the Solid Waste Disposal Permit, Air Permit, Storm Water, and Leachate Management Permits. The descriptions shall include the following.



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- I. Complete name of permit being described;
- II. Permit identification number;
- III. Latest revision date; and,
- IV. Permitted daily or annual disposal, or other volumes, as may be applicable.

In addition to describing each permit, the Bidder must list and describe any environmental actions, or consent orders, taken by Oklahoma Department of Environmental Quality (ODEQ) at the Bidders proposed disposal facility in the past 5 years. The descriptions shall include the following.

- I. Complete description of the name of ODEQ action taken, including the facility permit involved;
- II. Complete description of the resolution, including dates and fines paid, if any.

Section 3 - Key Personnel. Bidder shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Bidder would assign to the transition team and to the ongoing management of the services provided under agreement. The organizational chart should indicate how the Bidder's organization will interact with and relate to the AUTHORITY board, as well as the individual or individuals that will be responsible for communication with the AUTHORITY board and attending AUTHORITY board meetings, as required by the Agreement(s). For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. Provide résumés, names, and phone numbers of municipal references of the key proposed management team members. Resumes for the proposed management team members should include professional experience prior to employment with the Bidder, including any prior experience with other solid waste companies. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and other personnel that will have regular contact with Authority and/or the City.

Section 4 – Experience with Similar Services. Bidders must submit with the bid a list of communities similar to the City of Tulsa for which the Bidder or any affiliate has provided similar services to those for which the Bidder is submitting a bid. If Bidder has provided similar services to the City of Tulsa, Bidder should include that information on its list. Authority reserves the right to contact such communities to inquire about performance. Bidders must submit the following information regarding each community:

- a. Estimated number of customers serviced and quantity of material collected/processed
- b. Description of services provided
- c. Dates of service

Section 5 – Performance History

- a. Bidders must disclose within the Bid if any agreements in the past five years have ended prior to the agreement expiration date due to the following:
 - i. litigation that occurred as a direct result of service agreements for which the Bidder was providing similar services for which the Bidder is submitting a Bid.
 - ii. Oklahoma Department of Environmental Quality (ODEQ) permit consent order or Revocation.
 - iii. history of environmental compliance; in addition, each Bidder must describe its experience and record of compliance with permits, licenses, approvals, consent decrees and other regulatory actions applicable to the processing and disposal of solid waste.
- b. Bidders must also disclose the amount of time that Bidder has been performing service under its current business name.



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Section 6 – References. Bidder shall provide a minimum of three (3) references from senior officials at public agencies, cities, or towns presently being served by the Bidder or any affiliate of the Bidder with similar services to those for which the Bidder is submitting a bid. Bidder must include name of contact person, phone number, and e-mail address. Bidder must also include the same information as requested in Section 4 above. The customers in Section 4 above may be the same customers provided as references.

Section 7 – Leadership and Recognition. Bidders must submit with the bid a description of community leadership efforts, awards, or other recognition received in the course of providing similar services to Tulsa or other communities. Bidders may include information as to advancements or innovation that the Bidder has contributed to the industry.

Section 8 – Financial Capacity. Bidders must submit with the bid sufficient information to demonstrate the Bidder's financial capacity to handle an agreement for the services for which the Bidder is submitting a bid. Examples of documentation that would fulfil this requirement include, but are not limited to, the Bidder's audited financial statements for the last three years. Bidders must also disclose whether they have ever filed for bankruptcy.

PLEASE NOTE: Bidder understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Bidder pursuant to this IFB that would attempt to prevent Authority from complying with its statutory requirements. Any information submitted by Bidder to Authority which Bidder deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information" and include the name of the Bidder. Bidder must timely seek judicial action to protect such information from disclosure by Authority in the event of a request to Authority under the Oklahoma Open Records Act.

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BASIS FOR AWARDING BIDS

Following the opening of Bids, the review panel comprised of AUTHORITY Board members and other knowledgeable individuals will review and score the Bids received. The Bids will be evaluated using the following criteria and scoring system. A maximum score of 100 points is possible for each of the Services. The Authority may elect to conduct interviews of bidders for any or all services, in which case submittals from Bidders will be re- scored after the interviews are complete.

Bidders must meet the following financial requirements, or their bids will be rejected:

- 1. Insurance requirements set forth in the Agreement(s) Bidder elects to bid. Please acknowledge your ability to comply with those requirements:

Sign Here:

Signature of Authorized Representative of Bidder

Print Name

Title

- 2. Performance Bond Requirements will be met. Bonding requirements are set forth in the Agreement(s) Bidder elects to bid. Please acknowledge that you will comply with the requirements:

Sign here:

Signature of Authorized Representative

Print Name

Title

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Scoring System for Disposal of Solid Waste Disposal Services

Category	Criterion	Maximum Points
Pricing	Each Bid will be rated on a scale of 0 to 60 points based on pricing provided in Exhibit A.	60
Method of Approach	Each Bid will be rated on a scale of 0 to 20 based on an evaluation of the content provided in Section 1 of the Bid Content.	20
Experience & Qualifications	Each Bid will be rated on a scale 0 to 20 points based on an evaluation of the content provided in Sections 2, 3, 4, 5, 6 and 7 of the Bid Content.	20
Total Points		100

The table above shows the maximum points and relevant Bid content that will be considered for each scoring criteria. If AUTHORITY elects to conduct interviews with Bidders, submittals from Bidders will be re-scored after the interviews are complete.

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**EXHIBIT A
BID FORM**

Pricing Form Based on Award Of Service

Pricing for Disposal of Solid Waste

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

Service Rate	Disposal Fee Per-Ton
Fee per Ton of Residential Solid Waste	\$
Oklahoma Department of Environmental Quality Disposal Fee per Ton, if applicable	\$ 1.25
Total per Ton of Residential Solid Waste	\$

Bidder's Company Name _____

Authorized Signature Here ► _____

RETURN THE ENTIRE BID PACKET



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FORM #2

AGREEMENT FOR DISPOSAL OF
SOLID WASTE, GREEN WASTE AND REJECTS

between

TULSA AUTHORITY FOR RECOVERY OF ENERGY

and

[INSERT DISPOSAL CONTRACTOR'S NAME]



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**AGREEMENT FOR DISPOSAL OF SOLID WASTE,
GREEN WASTE AND REJECTS**

between

TULSA AUTHORITY FOR RECOVERY OF ENERGY

and

[INSERT DISPOSAL CONTRACTOR’S NAME]

This Agreement is made between TULSA AUTHORITY FOR RECOVERY OF ENERGY (“Authority”), a public trust under the provisions of Title 60, Oklahoma Statutes, as amended, Sections 176 *et seq.*, of which the City of Tulsa (“City”) is the sole beneficiary, and _____ [INSERT DISPOSAL CONTRACTOR’S NAME] a _____ [INSERT BUSINESS STRUCTURE] (“Disposal Contractor”). The date this Agreement is executed by Authority shall be the “Effective Date.”

RECITALS

WHEREAS, Authority issued an Invitation for Bid for Disposal of Solid Waste, Green Waste and Rejects Services (“the IFB”); and,

WHEREAS, Disposal Contractor submitted a bid in response to the IFB on or before _____, 2022; and,

WHEREAS, Authority received and evaluated bids from vendors in response to the IFB; and,

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

WHEREAS, Disposal Contractor has the power to execute this Agreement; and,

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


WHEREAS, Disposal Contractor desires to provide those services specified hereinafter; and,

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

SECTION 1. RECITALS AND IFB INCORPORATION

3.1 Recitals True and Correct

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

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3.2 Documents Constituting the Agreement

The documents constituting the Agreement are listed in the Summary provided at Page 4, Paragraph #1 of this Bid Packet.

SECTION 2. DEFINITIONS

As used herein, capitalized terms, phrases, words, and their derivations shall have the meanings as set forth in Appendix B — the Defined Terms Used in the Agreement — and elsewhere within the text of this Agreement.

SECTION 3. REPRESENTATIONS AND COVENANTS


3.1 Representations by Authority

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

3.2 Representations by Disposal Contractor

Disposal Contractor represents to Authority that:

- i. Disposal Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry out the functions and operations contemplated by this Agreement;
- ii. Disposal Contractor has the power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement;
- iii. Disposal Contractor has the power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) have the requisite approval of all government bodies, (iii) will not violate any judgment, order, law, or regulation applicable to Disposal Contractor or any provisions of Disposal Contractor’s organizational documents, and (iv) do not conflict with, constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of Disposal Contractor under any contract or instrument to which Disposal Contractor is a party or by which Disposal Contractor or its assets may be bound or affected;
- iv. Disposal Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are required under Applicable Law to perform its obligations hereunder.
- v. This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of Disposal Contractor;

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- vi. There is no pending or threatened actions or proceedings before or by any court or administrative agency which would materially adversely affect the financial condition of Disposal Contractor, or the ability of Disposal Contractor to perform its obligations under this Agreement;
- vii. During the past five years, the Disposal Contractor and any of its affiliates have not failed to complete any contract nor been terminated for poor performance or default by the Disposal Contractor, any officer, or affiliate, nor been barred from bidding on public contracts by the federal government or by any governmental entity in the State of Oklahoma or any other state; no officer of the Disposal Contractor has failed to complete work under a contract handled in his/her own name or been convicted of any criminal conduct, nor been found in violation of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages; nor has the Disposal Contractor, nor any affiliate or predecessor or any officer of the Disposal Contractor filed for bankruptcy; nor is any landfill under contract of sale by the Disposal Contractor; nor has the Disposal Contractor faced litigation for any of the foregoing or is presently involved in any material litigation involving any of the foregoing matters over the past five years;
- viii. Disposal Contractor has read, executed, and understands the Interest Affidavit, Non-Collusion Affidavit and Affidavit of Claimant. Violation of any of these affidavits can result in termination of this Agreement by Authority without penalty to Authority. Any violation of any term in any of these affidavits is a breach of this Agreement; and
- ix. Disposal Contractor has read and understands the City’s rules and regulations regarding this Agreement and will advise its employees and/or subcontractors prior to performing tasks under this Agreement of all of the rules applicable to their work duties under this Agreement. Disposal Contractor is additionally responsible for reading and understanding any new City rules and regulations as they are communicated to Disposal Contractor or made available to the public and must advise its employees and/or subcontractors of changes to the Applicable Laws. Disposal Contractor has also become familiar with other applicable rules, laws and regulations applicable to this contract and the services to be provided by Disposal Contractor and has advised its employees and/or subcontractors accordingly. Disposal Contractor is additionally responsible for staying abreast of developments in the rules, laws and regulations applicable to this contract and to the services to be provided by Disposal Contractor and will advise its employees and/or subcontractors accordingly. Violation by Disposal Contractor or any of Disposal Contractor’s employees or subcontractors of any of the City rules and regulations regarding this Agreement can result in termination of this Agreement at the sole option of Authority without penalty to Authority. Any violation of any of City rules and regulations regarding this Agreement or any other Applicable Law is a breach of this Agreement.

These representations and covenants shall survive the termination or expiration of this Agreement.

3.3 Compliance with Laws

3.3.1 Compliance with Laws and Regulations

Disposal Contractor agrees to comply, and shall cause its employees, agents and subcontractors to comply with

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Applicable Laws. Without limiting the foregoing, Disposal Contractor’s provision of the work shall comply with, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, all OSHA regulations, and Executive Orders of the President of the United States. Additionally, Disposal Contractor shall:

- i. Not discriminate against any employee or applicant for employment with respect to the individual’s hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, sexual orientation, or physical disability not related to job requirements.
- ii. Establish and adhere to employment policies and procedures designed to reasonably assure that all personnel of Disposal Contractor assigned to provide services under this Agreement are legally authorized to work in the United States and Disposal Contractor shall register and participate in the “Status Verification System” as required by the provisions of Title 25, Oklahoma Statutes § 1313(b)(1), in effect on the date hereof and as it may be amended from time to time, to verify the work eligibility status of all new employees.
- iii. Comply with Title III of the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as in effect on the date hereof and as it may be amended from time to time (the “ADA”) and the provision of such auxiliary aid or alternate services as may be required by the ADA.
- iv. Comply with Section 515 of Title 252 of the Oklahoma Administrative Code and Title 11B of the Tulsa Revised Ordinances and associated Rules and Regulations, in each case as they may be amended front time to time.

3.3.2 Licenses and Permits

Disposal Contractor agrees to procure, at its own expense, all necessary licenses and permits required by the city, county, state, tribal and federal government for the performance of the work. Disposal Contractor shall obtain certificates of compliance where required. Disposal Contractor must be in good standing with the State and Oklahoma Department of Environment throughout the Term of this Agreement and any renewals thereof.

3.3.3 Safety Regulations

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

3.3.4 Hazardous and Special Waste

Upon Disposal Contractor taking possession of Solid Waste, Green Waste or Rejects delivered, Disposal Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste. In the event Disposal Contractor, its agents, employees or subcontractors generate, transport, store, treat or dispose of any such waste, the following provisions apply, and Disposal Contractor agrees to:



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- i. Ensure that all shipments of Solid Waste, Green Waste and Rejects are accompanied by proper shipping papers and documents as are required for the lawful transport of such waste and that packages or containers comply with Applicable Law, including, without limitation, DOT regulations;
- ii. Establish and follow health and safety plans which shall protect the environment, Disposal Contractor’s employees and subcontractors from the hazards and risks of handling or working with such waste;
- iii. Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of such waste. The drivers and trucks supplied by Disposal Contractor will be trained, authorized, equipped, permitted, and licensed to carry such waste, in accordance with prudent safety precautions and Applicable Law. Trucks and other equipment used by Disposal Contractor for performance of the work shall be in first-class operating condition, shall be suitable for the particular work requested, and shall be routinely inspected by Disposal Contractor and timely maintained;
- iv. Retain all samples of soil, rock, water, contaminated waste, hazardous waste, toxic waste and/or other materials, unless otherwise directed by Authority, for a period of thirty (30) days following submission of any report thereon to Authority after which Disposal Contractor shall dispose of such waste in compliance with Applicable Law. It is the Disposal Contractor’s responsibility for proper handling of the waste while in its possession;
- v. Furnish Authority with a certificate of assurance upon completion of each disposal process for the waste; and
- vi. Prevent the commingling of any waste classified as “hazardous” with any waste that is considered non-hazardous or exempt oil and gas exploration and production waste, as those terms are used and generally understood in the Resource Conservation and Disposal Act (RCRA).

SECTION 4. EFFECTIVE DATE AND TERM OF AGREEMENT

4.1 Effective Date

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


4.2 Term of Agreement

4.2.1 Initial Term

Unless sooner terminated in accordance with the provisions in this Agreement, the “Initial Term” of this Agreement shall commence on July 1, 2023 at 12:01 AM Central Time and shall continue in effect until June 30, 2033 at 11:59 PM Central Time.

4.2.2 Optional Renewal Terms

After the Initial Term as defined in Section 4.2.1 of this Agreement, Authority shall have the option to renew this

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Agreement for up to two additional two-year optional “Renewal Terms.” Disposal Contractor may prohibit Authority from exercising an optional renewal term by providing written notice to the Contract Administrator of Disposal Contractor’s election to reject a renewal or additional renewal on or before twelve months preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement. If Disposal Contractor does not provide such written notice to the Contract Administrator on or before twelve months preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement prohibiting Authority from exercising the optional renewal term, Authority may upon written notice to Disposal Contractor not later than one hundred twenty calendar days preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement exercise such optional renewal term by such notice. This provision in no way limits Authority’s right to terminate this Agreement at any time during the Initial Term or any optional renewal term thereof pursuant to the provisions in this Agreement.

SECTION 5. RESPONSIBILITIES FOR DELIVERY, ACCEPTANCE, AND PROCESSING OF ACCEPTABLE SOLID WASTE

5.1 Delivery, Acceptance, and Processing

Authority or its contractors or designees may deliver, during hours of operation as defined in this Agreement, to the Disposal Facility all Acceptable Solid Waste and Green Waste collected by (i) City and (ii) Collections Contractor pursuant to this Agreement, except such Acceptable Solid Waste and Green Waste as may be the subject of a municipal solid waste processing and disposal contract for energy recovery and/or materials recycling in effect on the Commencement Date hereof. In addition, Authority or its designee may deliver, during hours of operation as defined in this Agreement, to Disposal Facility all Rejects generated by the Recycling Facility pursuant to the Recycling Agreement, except such Rejects as may be the subject of a municipal materials recycling processing and disposal contract in effect on the Commencement Date hereof. Disposal Contractor shall accept and process all Acceptable Solid Waste and Green Waste delivered to Disposal Facility by (i) City and (ii) Collections Contractor pursuant to Collections Agreement. In addition, Disposal Contractor shall accept and process all Rejects delivered to Disposal Facility from the Recycling Facility.

Failure of Disposal Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Disposal Contractor at Authority’s option.

5.2 Collections Contractor and Recycling Facility

Authority shall provide Disposal Contractor with the names, vehicle information and other reasonably required data regarding City collection vehicles, Collections Contractor and Recycling Contractor.

5.3 Service Coordinators

The following persons are designated by Disposal Contractor and Authority, respectively, as their service coordinators with respect to matters which may arise during the performance of this Agreement, and such persons have authority pursuant to such designation to transmit instructions and receive information and confer with each other:



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For Disposal Contractor: _____ [INSERT NAME AND TITLE]
 _____ [INSERT COMPANY NAME]
 _____ [INSERT ADDRESS LINE 1]
 _____ [INSERT ADDRESS LINE 2]
 _____ [INSERT CELLULAR NUMBER]
 _____ [INSERT E-MAIL ADDRESS]

For Authority: Refuse & Recycling Services Manager
 City of Tulsa
 2445 South Jackson Avenue
 Tulsa, OK 74107
 918-596-9451
 TARE@cityoftulsa.org

At any time, either Recovery Contractor or Authority may designate a successor or alternative service coordinator by written notice to the other Party received at least ten Business Days prior to the implementation of the change in designation.


5.4 Capacity

Disposal Contractor shall construct, maintain, and operate Disposal Facility to provide sufficient capacity for accepting and processing Acceptable Solid Waste and Green Waste collected by (i) City and (ii) Collections Contractor pursuant to Collections Agreement for the term of this Agreement including any optional renewal term(s). In addition, Disposal Contractor shall construct, maintain, and operate Disposal Facility to provide sufficient capacity for accepting and processing Rejects generated by Recycling Facility pursuant to Recycling Agreement for the term of this Agreement including any optional renewal term(s).

Failure of Disposal Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement.

5.5 Scales

Disposal Contractor shall operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles. Disposal Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting Disposal Facility utilizing equipment provided by Disposal Contractor. Disposal Contractor shall weigh, record, and tabulate materials from the Collections Contractor and Recycling Contractor and other haulers' vehicles separately. Disposal Contractor shall test Disposal Facility scales as required by Applicable Law, but at a minimum, Disposal Contractor shall test Disposal Facility scales every six months. If testing of Disposal Facility scales indicates that a scale is inaccurate by an amount greater than one percent, then Disposal Contractor and Authority agree that the scale records for the preceding ninety calendar days shall be decreased by the percentage the scale is inaccurate. If Disposal Facility scales are unavailable during hours of operation, Disposal Contractor shall use the average weight for the route and load of the day from the previous calendar month.

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Authority will conduct or direct random and periodic weight checks on the Collections Contractor’s delivery trucks. Disposal Contractor may accompany Authority on such checks.

Failure of Disposal Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority’s option.

5.6 Operation and Maintenance of Disposal Facility

Disposal Contractor shall:

- i. Operate and maintain Disposal Facility in accordance with Applicable Law; Disposal Contractor shall obtain and/or maintain all permits, licenses, and approvals for operating and maintaining Disposal Facility; and
- ii. Establish and maintain safety procedures for Disposal Facility at a level consistent with Applicable Law and good industry practice.

5.7 Traffic Regulation

Disposal Contractor may reasonably regulate the flow of traffic at the Disposal Facility and may deny access to any vehicle that repeatedly violates reasonable Disposal Facility’s safety and traffic rules promulgated by Disposal Contractor.

5.8 Priority Access


During all hours of Disposal Facility’s operations, Disposal Contractor shall provide priority access to a minimum of three vehicles discharging materials on behalf of Authority ahead of vehicles discharging materials on behalf of Disposal Contractor’s other customers.

5.9 Truck Turnaround Time

Disposal Contractor shall operate Disposal Facility to minimize traffic impact at Disposal Facility and on surrounding roadways and to facilitate vehicle access during operations. Disposal Contractor shall operate Disposal Facility to maintain a daily average delivery vehicle turnaround time of less than thirty minutes from the time a vehicle arrives at the Disposal Facility scales to the time such vehicle exits the Disposal Facility. Upon twenty-four hours’ advance notice from Authority, Disposal Contractor will provide the Contract Administrator access to its records to verify vehicle turnaround time. If a City, Collections Contractor and Recycling Contractor vehicle experiences a truck turnaround time of equal to or longer than thirty minutes, Authority may divert such vehicles to a different Designated Disposal Facility.

5.10 Receipt and Queuing

Disposal Contractor shall construct, maintain, and operate Disposal Facility to ensure Disposal Facility is capable of accepting any or all Acceptable Solid Waste, Green Waste, and Rejects delivered by or on behalf of City, Collections Contractor, and Recycling Contractor from all types of delivery vehicles, including but not limited to, packer trucks, roll-off trucks, and rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles that

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normally deliver such materials.

5.11 Security

Disposal Contractor shall be solely responsible for security of Disposal Facility and shall maintain adequate protective security at Disposal Facility which, at a minimum, shall include locking of all access gates and building entrances as appropriate and use of security lighting.

SECTION 6. DISPOSAL FACILITY LOCATION

Disposal Contractor shall maintain Disposal Facility at _____ [INSERT LOCATION PER BID] throughout the Initial Term of the Agreement and any optional renewal period. If Disposal Contractor is unable to maintain Disposal Facility at the Disposal Facility location identified above throughout the Initial Term of the Agreement and any optional renewal period, Disposal Contractor shall be solely responsible for any and all increases in costs associated with disposal of Acceptable Solid Waste, Green Waste, and Rejects from City, Collections Contractor, and Recycling Contractor at a different Designated Disposal Facility.

Failure of Disposal Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement at Authority’s option.

SECTION 7. INSPECTION OF LOADS AND UNACCEPTED LOADS

7.1 Disposal Contractor’s Right to Inspect Loads

Disposal Contractor may inspect for compliance with this Agreement each load from City, Collections Contractor, or Recycling Contractor delivering material on behalf of Authority upon discharge at Disposal Facility.


7.2 Unaccepted Loads

7.2.1 Reasons for Unaccepted Loads

Prior to departure from Disposal Facility of City delivering material, Collections Contractor delivering material, or Recycling Contractor delivering material, Disposal Contractor may designate a load as an Unaccepted Load for the following reasons:

- i. A load contains materials not allowed by Applicable Law to be accepted and/or processed at Disposal Facility; or
- ii. A load presents a substantial endangerment to the public or employee health or safety.

Disposal Contractor may not designate a load as an Unaccepted Load for any reason other than those identified in this section.

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7.2.2 Procedure for Unaccepted Loads

7.2.2.1 Notice of Unaccepted Load

If Disposal Contractor designates a load delivered by the City, Collections Contractor, or Recycling Contractor as an Unaccepted Load, Disposal Contractor shall provide written notice to the Contract Administrator prior to the person discharging such load departing from Disposal Facility. Disposal Contractor shall state the reason the load was designated an Unaccepted Load in the written notice. In addition, Disposal Contractor shall maintain the load separately from other material to afford Contract Administrator the right to inspect as provided by Subsection 7.2.2.2 of this Agreement. If Disposal Contractor fails to provide notice in accordance with this Section, Disposal Contractor shall accept the load. For purposes of this Subsection 7.2.2.1, written notice to the Contract Administrator may be made by email to TARE@CityofTulsa.org.

7.2.2.2 Right to Inspect Unaccepted Loads

Upon receipt by the Contract Administrator of the notice from Disposal Contractor in accordance with Subsection 7.2.2.1, Disposal Contractor shall retain the Unaccepted Load for an additional twenty-four hours to allow the Contract Administrator a right to inspect the load. The Contract Administrator may waive the right to inspect the load. Failure to inspect the load within twenty-four hours of receipt of notice shall be deemed a waiver of the right to inspect the load.

SECTION 8. PERSONNEL

8.1 Disposal Contractor’s Representative and Key Personnel

At least sixty days prior to the Commencement Date, Disposal Contractor shall have a qualified, competent, and reliable representative on duty to be in charge of its operations under this Agreement and who is authorized to make decisions and act on Disposal Contractor’s behalf (“Disposal Contractor’s Representative”). Disposal Contractor agrees that Authority and Contract Administrator shall have twenty-four-hour access to Disposal Contractor’s Representative via a non-toll call from City. Disposal Contractor agrees Disposal Contractor’s Representative shall upon request of Authority attend any or all Authority meetings. Disposal Contractor shall provide to Contract Administrator in writing on/or before the Effective Date the name, business, cell, and home phone numbers, email address and fax number of Disposal Contractor’s Representative and any key personnel. Answering machines, pagers or other devices that do not provide for immediate contact with Disposal Contractor’s Representative or key personnel shall not meet the requirements of this Section. If Disposal Contractor’s Representative or any key personnel change, Disposal Contractor shall provide to Contract Administrator the name, business, cell, and home phone numbers of any replacement for the new Disposal Contractor’s Representative or key personnel at least five Business Days before the replacement takes over the duties of the former Disposal Contractor’s Representative or key personnel.

8.2 Personnel Requirements

Disposal Contractor shall adhere to the following requirements:



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- i. Disposal Contractor shall hire and maintain qualified personnel to provide service under this Agreement. Disposal Contractor shall ensure that each employee or subcontractor operating commercial vehicles in the City or in connection with this Agreement shall have a valid Oklahoma commercial driver's license.
- ii. Disposal Contractor shall furnish each employee and subcontractor involved in the performance of this Agreement with personal protective equipment and other appropriate safety equipment.
- iii. Disposal Contractor shall provide regularly scheduled, on-going operating and safety training for all employees and subcontractors. Such training shall be mandatory for all personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of Disposal Contractor and available for review at any time by Contract Administrator.
- iv. All employees and subcontractors involved in the performance of this Agreement including office personnel shall be provided adequate training before and during their employment or contract with Disposal Contractor. This training shall familiarize employees and subcontractors with the required duties and standards of performance. All employees and subcontractors shall be provided with comprehensive safety training, equipment, and supplies prior to and during the performance of their duties.
- v. Disposal Contractor's employees and subcontractors shall treat all customers, co-workers, Authority personnel, City employees and any person with whom they come in contact in the performance of their duties under this Agreement in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. Authority reserves the right to direct Disposal Contractor to remove any employee or subcontractor who violates this policy from providing services related to this Agreement.
- vi. In performance of services, Disposal Contractor's employees and subcontractors shall adhere to Applicable Law.

Authority shall notify Disposal Contractor in writing of a complaint regarding any employee or subcontractor of Disposal Contractor who violates any provision hereof. Authority may require Disposal Contractor to remove any unacceptable employee or subcontractor, as determined by Authority, from service related to this Agreement.

SECTION 9. HOURS OF OPERATION

9.1 Disposal Facility Hours of Operation

Disposal Contractor shall operate Disposal Facility during hours of operation sufficient to support the requirements as set forth in this Agreement. At a minimum, Disposal Contractor shall operate Disposal Facility from Monday through Friday, 6:00 AM to 6:00 PM Central Time (i) unless Contract Administrator provides written approval otherwise and (ii) except during scheduled Disposal Facility outages for which the Disposal Contractor has given the Authority at least thirty days' advance written notice. If a holiday as defined in Section 10 occurs on a weekday, Disposal Contractor shall operate the Disposal Facility on the next following Saturday from 6:00 AM to 6:00 PM Central Time.

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SECTION 10. HOLIDAYS

For purposes of this Agreement, holidays shall solely include the following:

- i. New Year’s Day;
- ii. Thanksgiving Day; and,
- iii. Christmas Day.

The Contract Administrator, at its sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the Contract Administrator shall provide Disposal Contractor notice in accordance with the provisions of this Agreement.

SECTION 11. LOCAL OFFICE

Disposal Contractor shall maintain a local office, staffed with personnel Monday through Friday, 8:00 AM to 5:00 PM CENTRAL TIME, within twenty (20) miles of the Tulsa City epicenter identified in the Bid Packet.

SECTION 12. COMPLAINTS


If Authority or City receives complaints, Authority or City shall contact Disposal Contractor via non-toll phone call or email and notify Disposal Contractor of any complaint. For all complaints, whether received by Authority, City, or Disposal Contractor, Disposal Contractor shall resolve each complaint within twenty-four hours of notice of such complaint to Disposal Contractor to the satisfaction of Contract Administrator or his/her designee. Authority or City shall notify Disposal Contractor’s Service Coordinator of the date and time the complaint was received, name of the person who made the complaint and their contact information, and the basis for the complaint by email as soon as possible after receipt of the complaint.

For each such complaint, Disposal Contractor shall prepare a complaint report including:

- i. Date and time complaint was delivered to Disposal Contractor;
- ii. Identification of the person who delivered the complaint to Disposal Contractor;
- iii. Disposal Contractor’s opinion of the complaint as legitimate or non-legitimate;
- iv. Date, time and action taken to resolve complaint; and
- v. Name of responsible contact at Disposal Contractor’s location regarding the complaint.

Disposal Contractor shall submit the complaint report, in a format approved by the Contract Administrator, to Disposal Contractor Administrator prior to 10:00 AM Central Time on the next working day following receipt of the complaint and shall maintain a database of all complaints.

Disposal Contractor, Disposal Contractor’s employees and subcontractors understand, acknowledge, and agree that customer service is of high importance to Authority. Disposal Contractor and its employees and subcontractors will

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work diligently to provide excellent customer services to Authority and all customers.

SECTION 13. LITTER AND ODOR

The Disposal Facility must comply with ODEQ’s regulations for controlling litter and odor at all times.

SECTION 14. RECORDKEEPING, REPORTS AND REPORTING FORMAT

14.1 Recordkeeping

Disposal Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- i. Document employee and subcontractor training by description of training, date of training, time of training, names of personnel who attended training, name of training instructor, and other information as requested by Contract Administrator. A quarterly summary shall also be submitted to Authority.
- ii. Document Acceptable Solid Waste, Green Waste and Rejects deliveries by City, Collections Contractor and Recycling Contractor by date delivered to Disposal Facility, time delivered to Disposal Facility, tonnage of material delivered, Unaccepted Loads by date collected, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to Authority.
- iii. Such other documents and reports as Authority may reasonably require verifying compliance with the Agreement or to meet the City’s or Authority’s reporting requirements with the State. A monthly and annual summary shall also be submitted to Authority.

All of Disposal Contractor’s records shall be available to Contract Administrator at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment is made pursuant to this Agreement.

The terms of this Section 14.1 shall survive the termination or expiration of this Agreement.


14.2 Reporting

All reports are to be submitted to the Contract Administrator electronically in PDF and/or Excel format, as may be applicable and agreed to.

14.2.1 Daily Reports

Disposal Contractor shall submit all daily reports to the Contract Administrator by 8:00 AM Central Time the following Business Day. Daily reports shall include the following:

- i. Copies of all weight tickets for Acceptable Solid Waste and Green Waste delivered by (i) City and (ii) Collections Contractor pursuant to the Authority’s Collections Agreement;
- ii. Copies of all weight tickets for Rejects delivered by Recycling Contractor pursuant to Recycling Agreement; and

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- iii. Copies of all reports or notices that Disposal Contractor provides to or are received from state or federal environmental regulatory agencies concerning Disposal Facility. Without limiting the generality of the preceding sentence, any environmental non-compliance issues, including but not limited to loss of permits, shall be reported to Authority immediately upon notification from any regulatory body.

14.2.2 Monthly or Quarterly Reports

Disposal Contractor shall submit all monthly or quarterly summaries or reports to the Contract Administrator within seven calendar days following the end of each such calendar period. Monthly and quarterly summaries or reports are those summaries or reports described in Section 14.1 of this Agreement.

14.2.3 Annual Reports

Disposal Contractor shall submit all annual reports to the Contract Administrator within thirty calendar days following each calendar year-end during the Term of this Agreement. Annual reports are those annual summaries described in Section 14.1 of this Agreement.

14.2.4 Report Format

Disposal Contractor shall submit to the Contract Administrator for his/her approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Disposal Contractor shall submit all reports in electronic and hard copy format approved by the Contract Administrator.

SECTION 15. CONTRACT ADMINISTRATOR’S VISITATION RIGHTS, INSPECTION RIGHTS AND RIGHT TO AUDIT

15.1 Visitation Rights

Authority shall have the right to have its representative present at the Disposal Facility scale house during hours of operation to observe and monitor Disposal Contractor’s compliance with the provisions of this Agreement, *provided* that such observation and monitoring shall be conducted in a manner to minimize interference with Disposal Facility operations. In connection with any Disposal Facility visits, Authority and its representatives and invitees shall comply with all reasonable rules and regulations adopted by Disposal Contractor.


15.2 Inspection Rights

15.2.1 Authority’s Right to Inspect Records, Books, Data and Documents

Authority shall have access, including access by computer, within twenty-four hours of advance written notification to Disposal Contractor, to all books, records, data and documents of Disposal Contractor for inspection, and audit, at Authority’s own expense.

15.2.2 Authority’s Rights to Inspect Facilities and Equipment

Authority shall have access, upon twenty-four hours’ advance written notification to Disposal Contractor, to inspect

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Disposal Contractor’s facilities and equipment as Authority deems reasonably necessary to determine whether the facilities and equipment are adequate to provide the services required of Disposal Contractor under this Agreement and fulfill the terms hereof and/or the terms of the solicitation documents, if applicable. Authority shall conduct the inspection of facilities and equipment during regular hours of operation. Disposal Contractor shall make available to Authority all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment by Authority.

15.3 Right to Audit

The Parties agree that Disposal Contractor’s books, records, documents, accounting procedures, practices, price lists or any other items related to the services or terms of this Agreement are subject to inspection, examination, and copying by Authority or its designees. Disposal Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of five years following expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the five-year period, the records shall be maintained for five years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five-year retention period, whichever is later.

The terms of this Section 15.3 shall survive the termination or expiration of this Agreement.

SECTION 16. PROCESSING FEES, RECOVERY FACILITY REVENUES, FEE ADJUSTMENTS SUBJECT TO AUTHORITY’S APPROVAL, INVOICING, AND PAYMENT

16.1 Disposal Fees


Authority shall pay Disposal Contractor such Processing Fees, as adjusted pursuant to this Agreement, as are set forth in Appendix A to this Agreement.

16.2 Annual Fee Adjustment Subject to Authority Approval

Authority and Disposal Contractor agree that Disposal Fees in Appendix A shall remain fixed through June 30, 2024. On July 1, 2024 and every July 1st thereafter for the term (and any renewal term) of this Agreement, Disposal Fees as established in Appendix A may be adjusted, increased or decreased according to this section upon approval of Authority.

Upon approval of Authority, on July 1 of any year the annual rate adjustment shall be based on the most recent U.S. Bureau of Labor Statistics CPI for Urban Wage Earners and Clerical Workers (CPI-W), “All Items Less Shelter In West South Central, Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted” (CPI ID CWUR0370SA0L2) for the twelve months ended the preceding March for “Item: All Items Less Shelter.” Nevertheless, the annual rate adjustment to be approved by Authority shall not exceed five percent per year.

Example: Based on March 2021 and March 2020, assume that the CPI for Urban Wage Earners and Clerical Workers (CPI-W), “All Items Less Shelter In West South Central, Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted” (CPI ID CWUR0370SA0L2) for the twelve months ended March for “Item: All Items Less Shelter,” for March 2021 had been 104.875, and in March 2020 it had been 101.257; thus, the calculation for the annual rate adjustment to be

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implemented on July 1, 2021, would have been 3.573%, as provided in the example below:

$$\frac{104.875 - 101.257}{101.257} = 3.573\%$$

and

Cap on Total Annual Adjustment Subject to Authority Approval = 5.00%

Then

Total Annual Adjustment (Subject to Authority Approval) = 3.573% applied to rates as of July 1st, 2021.

16.4 Invoicing

Disposal Contractor shall submit to the Contract Administrator a monthly invoice for Disposal Fees and other fees explicitly authorized by this Agreement each month for all services performed during the preceding calendar month in accordance with the fees set forth in this Agreement and as subsequently adjusted in accordance with this Agreement. Disposal Contractor shall not invoice Authority for any fees other than those specifically authorized in this Agreement.

16.5 Taxes


Disposal Contractor represents that any labor rates included in the Disposal Fee pricing provided in Appendix A are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker’s compensation laws, unemployment compensation laws, income tax laws and any other applicable laws. Disposal Contractor is responsible and shall pay any of the foregoing amounts on behalf of its employees. Disposal Contractor further agrees that the Disposal Fee pricing provided in Appendix A includes any sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by Disposal Contractor. Disposal Contractor shall bear all responsibility for taxes, levies, or other assessments on its income or revenues. Disposal Contractor hereby agrees to indemnify and save Authority harmless against the consequences of any failure by Disposal Contractor or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the services provided pursuant to this Agreement.

16.6 Payment

Authority shall pay Disposal Contractor’s invoiced amount less any disputed amounts, administrative charges, and authorized withholding of payments as provided herein within thirty days upon receipt of invoice.

SECTION 17. OWNERSHIP OF ACCEPTABLE SOLID WASTE, GREEN WASTE, AND REJECTS DELIVERED BY OR ON BEHALF OF CITY, COLLECTIONS CONTRACTOR, AND RECYCLING CONTRACTOR

Title to Acceptable Solid Waste, Green Waste, and Rejects delivered by or on behalf of City, Collections Contractor

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pursuant to Collections Agreement, or Recycling Contractor shall transfer to Disposal Contractor upon delivery of such materials to the Disposal Facility.

The terms of this Section 17 shall survive the termination or expiration of this Agreement.

SECTION 18. INDEMNIFICATION AND LIMITATION OF LIABILITY

18.1 No Indemnification by City or Authority

Disposal Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens and that Authority is a public trust created under the law of the State. Accordingly, and pursuant to Oklahoma law, neither Authority nor City will indemnify nor hold Disposal Contractor harmless for loss, damage, expense or liability arising front or related to this Agreement, including any attorneys’ fees and costs. In addition, Disposal Contractor shall not limit its liability to Authority or City for actual loss or direct damages for any claim based on a breach of this Agreement and/or the documents incorporated herein. Authority and City each reserves the right to pursue all legal and equitable remedies to which it/they may be entitled.

18.2 Indemnification by Disposal Contractor

Disposal Contractor shall indemnify and hold Authority and City harmless for any loss, damage, demands, claims, causes of action, or suits of whatever nature arising from or relating to its and its subcontractors’ performance or nonperformance under this Agreement. Disposal Contractor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to this Agreement.

18.3 Limitation of Liability

THE AUTHORITY SHALL NOT BE LIABLE TO THE DISPOSAL CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH DISPOSAL CONTRACTOR’S PERFORMANCE OF, OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

The terms of this Section 18 shall survive the termination or expiration of this Agreement.

SECTION 19. INSURANCE REQUIREMENTS


19.1 No Insurance by Authority or City

Disposal Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems necessary. Neither Authority nor City carries or will carry insurance covering Disposal Contractor.

19.2 Disposal Contractor Insurance Requirements

19.2.1 Specific Insurance Requirements

Disposal Contractor and its subcontractors shall procure and maintain, during the term of this Agreement and any

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extensions thereof insurance coverage at the minimum limits listed below. If Applicable Law requires a higher insurance limit, Disposal Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

- i. Worker’s Compensation Insurance - on behalf of itself, its partners, and all employees employed directly or indirectly by Disposal Contractor who are to provide a service under this Agreement, of limits no less than as required law.
- ii. Employer’s Liability: \$1,000,000.
- iii. Bodily Injury (except Automobile): \$500,000 per person, \$1,000,000 each occurrence.
- iv. Automobile Bodily Injury Liability: \$500,000 each person, \$1,000,000 each occurrence.
- v. Automobile Property Damage Liability: \$300,000 each occurrence.
- vi. Excess Umbrella Liability: \$10,000,000 each occurrence.
- vii. Commercial General Liability: \$5,000,000 each occurrence, \$10,000,000 aggregate.
- viii. Environmental Pollution Liability: \$15,000,000 each occurrence, \$15,000,000 aggregate.

The policies of insurance shall be primary and written on forms acceptable to Authority, placed with insurance carriers approved and licensed by the State and which meet a minimum A.M. Best Company, Inc. Financial Strength Rating of no less than “Excellent”.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after twenty calendar days’ prior written notice has been delivered to Authority through certified mail as required in this Agreement. The cancellation clause on Disposal Contractor’s insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification will be a breach of this Agreement and can result in retraction by Authority of the award of the bid to Disposal Contractor or termination of this Agreement.

Disposal Contractor shall file proof of current insurance for it and its subcontractor(s) meeting the requirements as set forth herein with Authority prior to execution of this Agreement and prior to the Commencement Date. Such proof shall consist of, at a minimum, a duly executed and completed ACORD® Certificate of Insurance and, at Authority’s option and request, a true, correct and complete copy of each policy of insurance. In addition, Disposal Contractor shall be solely responsible for assuring that all proofs of insurance filed with Authority are up to date. Failure of Disposal Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination by Authority of this Agreement at Authority’s option.

No changes are to be made to these specifications without prior written specific approval by Authority.

Approval of the insurance by Authority shall not relieve or limit the liability of Disposal Contractor for any damages arising from Disposal Contractor’s performance or nonperformance of services provided or to be provided herein.

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19.2.2 General Requirements

Disposal Contractor’s and its subcontractors’ insurers must be authorized to transact business in the State.

All policies required herein, unless specific approval is given by Authority, are to be written on an occurrence basis, and the insurers shall agree to waive all right of subrogation against Authority and the City. Additionally, all policies other than Worker’s Compensation policies shall name Authority and the City and their respective officers, employees and agents as additional insureds.

Disposal Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Disposal Contractor or its subcontractors for its subcontractors to cover their action or inactions hereunder. Disposal Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors.

Each insurance policy required by this Agreement shall meet the following requirements:

- i. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer’s liability.
- ii. Each policy except Worker’s Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured either party, reduced in coverage or in limits except after twenty calendar days’ prior written notice by certified mail, return receipt requested, has been given to Authority. Worker’s Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten calendar days’ prior written notice by certified mail, return receipt requested, has been given to Authority.
- iii. Authority shall have the right at any time to review coverage, form and amount of insurance.
- iv. The procuring of each required policy or policies of insurance shall not be construed to limit Disposal Contractor’s liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Disposal Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Disposal Contractor or its subcontractors in connection with this Agreement.
- v. Disposal Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Authority and/or City is an insured under the policy.
- vi. Claims-made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by Authority and/or City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, Disposal Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.



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- vii. Certificates of Insurance evidencing claims-made or occurrence form coverage and conditions to this Agreement, as well as Authority's Agreement number or TAC number and description of work, are to be received and approved by Authority or by City staff as delegated by the Authority upon execution of this Agreement by Disposal Contractor and within thirty calendar days of expiration of the insurance when applicable. All insurance certificates shall be received and approved by Authority before Disposal Contractor will be allowed to commence or continue work.
- viii. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company, Authority, and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Disposal Contractor pursuant to this Section 19 shall survive expiration or termination of this Agreement.

Failure to comply with any term of this Section 19 is a breach of this Agreement and may result in termination by Authority of this Agreement with Disposal Contractor.

SECTION 20. LIENS

No lien of any kind may exist against any property of City or Authority arising from Disposal Contractor's or its subcontractors' services under this Agreement. Disposal Contractor shall assure that no liens are placed against the property of City or Authority due to or arising out of the performance or nonperformance of Disposal Contractor under this Agreement. All damages and costs incurred by Authority as a result of the existence of any such lien(s) shall be paid to Authority by Disposal Contractor. Failure to comply with the terms of this Section 20 is a breach of this Agreement and may result in termination by Authority of this Agreement at the option of Authority.

SECTION 21. ADMINISTRATIVE CHARGES

Disposal Contractor understands that if Disposal Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, Authority and City will suffer damages which are difficult to determine and adequately specify. Disposal Contractor agrees, in addition to any other remedies available to the Authority, that the Authority may withhold payment from Disposal Contractor in the amounts specified below as administrative charges for failure of Disposal Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of this Agreement and Authority may require payment by Disposal Contractor of the charges set forth for each act or omission:

- i. The amount of all costs incurred by Authority and City including, but not limited, to transporting, tipping, storing, processing materials in an alternate location;
- ii. Failure to deliver reports as required: \$100 per day;
- iii. Failure to maintain records in accordance with recordkeeping procedures in accordance with good industry practices and standards: \$100 per day;



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- iv. Failure to accept materials pursuant to this Agreement, including Section 9.1, during Hours of Operation: \$100 per hour;
- v. Failure to weigh and record incoming vehicle: \$100 per occurrence;
- vi. Failure to achieve truck turn-around time in accordance with Agreement, including Section 5.9: \$25 per occurrence;
- vii. Failure to maintain scale house in accordance with Agreement, including Section 5.5: \$250 per day;
- viii. Failure to provide priority access in accordance with Agreement, including Section 5.8: \$100 per occurrence;
- ix. Failure to achieve disposal requirements: \$500 per day;
- x. Failure to have twenty-four (24) hour access to Disposal Contractor Representative: \$100 per occurrence;
- xi. Failure to adhere to litter and odor requirement as set forth in this Agreement, including Section 13: \$250 each incident;
- xii. Failure to be able to accept materials on any day after the Commencement Date of this Agreement or any day thereafter: \$3,000 each day.


Contract Administrator may impose administrative charges if s/he determines that performance has not occurred consistent with the provisions of the Agreement. The Contract Administrator shall notify Disposal Contractor in writing or electronically of each act or omission in this Agreement reported or discovered. It shall be the duty of Disposal Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint, although such remedy shall not obviate an administrative charge.

Authority may deduct the full amount of such charges from any payment due to Disposal Contractor. The remedy available to Authority under this paragraph shall be in addition to all other remedies which Authority may have under law, at equity, or under this Agreement. Contract Administrator's decision not to impose an administrative charge, or failure to impose an administrative charge, for Disposal Contractor's performance which is not consistent with terms of this Agreement is not a waiver of such term of this Agreement or Authority's right to impose administrative charges for Disposal Contractor's failure to meet that term or any term of this Agreement.

For the purposes of this Contract, Disposal Contractor shall not be deemed to be liable for such charges where its inability to perform service is the result of conditions of *Force Majeure* as set forth in this Agreement.

SECTION 22. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, Authority may withhold from any payment otherwise due Disposal Contractor such amount as determined necessary to protect Authority's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

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- i. Unsatisfactory progress of the work not caused by a *Force Majeure* event;
- ii. Failure of the Disposal Contractor to maintain valid ODEQ permits;
- iii. Disposal Contractor’s failure to carry out instructions or orders of Authority or its representative;
- iv. Execution of work not in accordance with the Agreement;
- v. Failure of Disposal Contractor to make payments to any subcontractor for material or labor;
- vi. Unsafe working conditions allowed to persist by Disposal Contractor;
- vii. Failure of Disposal Contractor to provide reports required by law or this Agreement and other requested by Authority or its representative;
- viii. Use of any subcontractors without Authority’s prior written approval; and,
- ix. Failure of Disposal Contractor to provide accurate invoices and supporting data as described elsewhere in this agreement.


When the above issues are resolved, payment shall be made for amounts withheld because of them and Authority shall not be liable for interest on any delayed or late payment.

SECTION 23. PERFORMANCE BOND

Upon Disposal Contractor’s execution of this Agreement, Disposal Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in a form approved by the Authority’s legal counsel, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Contract Year, Disposal Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in the amount equal to \$600,000.00. For each Contract Year after the initial Contract Year, Disposal Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in the amount equal to or greater than the actual amount of payments made by Authority to Disposal Contractor pursuant to this Agreement from January 1st through June 30th of the prior Contract Year. Disposal Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Disposal Contractor shall ensure the Performance Bond shall be signed by the president or authorized officer of Disposal Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State and which meets a minimum A.M. Best Company, Inc. Financial Strength Rating of no less than “Excellent,” included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to Authority.

SECTION 24. FORCE MAJEURE

Except for any payment obligation by either Party, if Authority or Disposal Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of *Force Majeure*, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for Authority or Disposal Contractor to correct

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the adverse effect of such event of *Force Majeure*.

An event of “*Force Majeure*” shall mean the following events or circumstances to the extent that they delay Authority, the City or Disposal Contractor from performing any of their respective obligations under this Agreement:

- i. Acts of God, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes, epidemics, quarantine, and pestilence; and
- ii. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of *Force Majeure* shall be required to give prompt written notice to the other Party specifying in detail the event of *Force Majeure* and shall further be required to use its best efforts to cure the event of *Force Majeure*. The parties agree that, as to this Section, time is of the essence.


SECTION 25. TERMINATION

Upon occurrence of any of the following events in regard to Disposal Contractor, Authority may terminate this Agreement without liability to Disposal Contractor and pursue all of its contractual, legal and equitable remedies for default by Disposal Contractor.

- i. The filing of a voluntary petition for bankruptcy relief by or on behalf of the Disposal Contractor, or the filing of an involuntary petition for bankruptcy relief against the Disposal Contractor, which is not dismissed or otherwise disposed of to the Authority’s satisfaction within thirty days thereafter;
- ii. The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty days thereafter;
- iii. Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- iv. Committing an act of default of a provision of this Agreement;
- v. Failing to timely and fully pay any or all impositions pursuant to this Agreement; or
- vi. As otherwise provided by this Agreement.

This Agreement shall terminate upon any one of the following:

- i. The written agreement of the Parties; or
- ii. The expiration of this Agreement by its terms.

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SECTION 26. ACTS OF DEFAULT OR DEFAULT

Failure of Disposal Contractor to fully, completely and timely comply with each obligation agreed to herein shall be an act of default. Disposal Contractor understands, acknowledges, and agrees that anything other than full compliance with this Agreement shall be an act of default unless waived in writing by Authority. Disposal Contractor understands, acknowledges, and agrees that any breach of this Agreement which may not otherwise result in a default shall constitute a default when breaches, even if different breaches, are frequent or regular or repetitive. Authority may terminate this Agreement and pursue all contractual, legal and equitable remedies upon a breach or default of this Agreement.

SECTION 27. DISPUTE RESOLUTION

In the event of a dispute between Disposal Contractor and the Authority or its representative over the interpretation or application of the terms of this Agreement, the matter shall first be referred to the Contract Administrator. If the Contract Administrator is unable to resolve the dispute, the matter shall then be referred to a person designated by the Authority. Following such procedures, either Party may proceed to exercise any rights, privileges or opportunities permitted by law to resolve any dispute.

SECTION 28. NOTICE

Except as otherwise provided in this Agreement, all notices, demands and other communications (other than reports required to be furnished by Disposal Contractor to Authority as provided in this Agreement and routine communications) required by or related to this Agreement shall be in writing and directed as follows:

To Disposal Contractor: _____ [INSERT NAME AND TITLE]
 _____ [INSERT COMPANY NAME]
 _____ [INSERT ADDRESS LINE 1]
 _____ [INSERT ADDRESS LINE 2]


To Authority: Tulsa Authority for the Recovery of Energy
 c/o City Clerk’s Office
 175 East 2nd Street, Suite 260
 Tulsa, Oklahoma 74103

With a copy to: Refuse & Recycling Services Manager
 2445 South Jackson Avenue
 Tulsa, OK 74107

Any such notice, demand or other communication shall contain an express reference to this Agreement.

Any Party may change its address for the purposes of this Agreement upon written notice to the other party.

The following methods of delivery are acceptable: hand-delivery; overnight commercial air courier; or certified first-class U.S. mail, return receipt requested. Any such notice, communication or delivery shall be deemed

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delivered and effective upon actual receipt by the party to whom addressed.

SECTION 29. WARRANTIES

- i. Disposal Contractor expressly warrants that it has knowledge, familiarity, experience, equipment and fully trained personnel to perform its obligations under this Agreement, and that the work provided under this Agreement shall be provided expeditiously and in a good and workmanlike manner in accordance with the highest industry standards.
- ii. Disposal Contractor expressly warrants the performance of its obligations under this Agreement that it or its subcontractors have furnished hereunder for three (3) calendar years from the Authority’s acceptance of the work (the “Warranty Period”). Any non-conforming work shall be promptly performed at no additional cost to the Authority, or the Authority—at its option and election—shall receive a full refund for same.
- iii. Disposal Contractor expressly warrants that all work will comply with every applicable local, state and federal law, including the Resource Conservation and Disposal Act, as amended, the Toxic Substances Control Act, as amended, the Clean Air Act, as amended, and the Occupational Safety and Health Act, as amended, and any other applicable environmental regulations.
- iv. Disposal Contractor expressly warrants that the work provided under this Agreement will not constitute infringement or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right.
- v. Disposal Contractor expressly warrants that: (i) it is knowledgeable about wastes identified to Disposal Contractor by the Authority and is engaged in the business of providing the work and understands the currently known hazards related to the handling of waste material; (ii) it will dispose of such materials in full compliance with all governmental laws, regulations and orders; and (iii) it will immediately notify the Authority in the event that it encounters hazardous substances during the course of its work hereunder which were not known or disclosed at the time of commencement of this Agreement.

SECTION 30. MISCELLANEOUS

30.1 No Confidentiality

Disposal Contractor understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Disposal Contractor pursuant to this Agreement that would be inconsistent with Authority’s compliance with its statutory requirements thereunder.

30.2 Relationship of Parties

Disposal Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for Authority under this Agreement. No employees, subcontractors or agents of Disposal Contractor shall be deemed to be employees of Authority or City for any purpose whatsoever,



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and no one shall be eligible to participate in any benefit program provided by Authority or City for its employees. Disposal Contractor shall be solely responsible for the payment of all wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No Party shall have any right, power or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

30.3 Third Parties

This Agreement is between Authority and Disposal Contractor and creates no right of or duties to any other person, except that the City of Tulsa shall be a third-party beneficiary of this Agreement. No other person or entity is or shall be deemed a third-party beneficiary of this Agreement.

30.4 Assignment and/or Subcontracting

Disposal Contractor shall not assign this Agreement or use subcontractors to perform the terms of this Agreement without the express prior written consent of Authority. No assignment or subcontracting shall relieve Disposal Contractor of its liability under this Agreement. In the event Disposal Contractor elects to use any subcontractors and Authority provides prior written permission to Disposal Contractor to use subcontractors, Disposal Contractor shall have primary responsibility for full and complete satisfactory and acceptable performance under this Agreement. However, the Agreement may be assigned for the purpose of financing after notification to and approval of the terms of such assignment by Authority.

30.5 No Franchise Intended

This Agreement shall not constitute a franchise or exclusive right to receive or dispose of Acceptable Solid Waste, Green Waste, and/or Rejects on behalf of Authority or City. Disposal Contractor shall not make any representations in any manner to the contrary.

30.6 Binding Effect


This Agreement shall be binding upon Authority and Disposal Contractor and their respective successors, heirs, legal representatives and permitted assigns.

30.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any Party to this Agreement. The parties hereby agree that the rights of Authority in the event Disposal Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

30.8 Further Assurance

Disposal Contractor and Authority agree to execute, acknowledge and deliver, and cause to be done, executed, acknowledged and delivered, all such further documents and perform such acts as shall reasonably be requested of

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it in order to carry out this Agreement and give effect to it. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

30.9 Time of the Essence

For purposes of this Agreement, the Parties agree that time shall be of the essence and the representations and warranties made are all material and of the essence.

30.10 Headings

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

30.11 No Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

30.12 Most Favored Nations - Price Guarantee Provision


If, during the Term or any Renewal Term of this Agreement, Disposal Contractor enters into or amends a disposal contract with another municipal customer providing each of the following (a “Qualifying Contract”): (i) an initial term at least as long as the Initial Term of this Agreement, (ii) uninterrupted service, (iii) a volume of waste at least equal to the volume of waste delivered under this Agreement, and (iv) a disposal rate for Solid Waste delivered to Disposal Contractor’s facility by the municipal customer at municipal customer’s expense lower than the applicable disposal rate for Solid Waste delivered by Authority, then the Authority’s applicable disposal rate shall be reduced to the applicable disposal rate for Solid Waste delivered to the Disposal Contractor’s Facility at customer’s expense in the Qualifying Contract for the number of tons for which such other municipal customer pays such lower rate.

30.13 Entire Agreement

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by Authority. Disposal Contractor shall not be entitled to any claim for extras of any kind or nature.

30.14 Severability Provision

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision similar in terms to such provision as is possible to be legal, valid and enforceable.

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30.15 Knowledge

Disposal Contractor agrees that it has investigated and examined all conditions and requirements of this Agreement that may affect its full and complete performance of this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

30.16 Multiple Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

30.17 Appendices and Invitation for Bid

All Appendices attached hereto, and the documents comprising the Invitation for Bid TAC # 1247 contain additional terms of this Agreement and are incorporated into this Agreement by this reference.

30.18 Governing Law and Venue

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State without regard to its choice of law principles, which State shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma, and each Party waives any objection to such venue. Authority does not and will not agree to binding arbitration of any disputes.

30.19 Attorney Fees

In the event of litigation between the parties regarding this Agreement, each Party shall be responsible for its own attorneys’ fees and costs.

30.20 Authorization

Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

30.21 Publicity

No Party (nor any agent or affiliate of a Party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be required by law or with the written permission of Authority.



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IN WITNESS WHEREOF, this Agreement has been executed by an authorized officer of each Party and in multiple copies on the dates set forth below, to be effective nevertheless during the period recited herein.

Disposal Contractor: Name: _____

Sign Here: _____

ATTEST: Printed Name: _____

Corporate Secretary: _____ Title: _____

Date: _____

Company Name/Address [Please Print] Address City State Zip Code

Telephone Number Fax Number Email Address

TULSA AUTHORITY FOR THE RECOVERY OF ENERGY,
a Public Trust

ATTEST: By: _____
Chair

Date: _____

TARE Secretary

APPROVED:

TARE Counsel




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APPENDIX A - DISPOSAL FEES

Pricing for Disposal of Solid Waste

Service Rate	Per-Ton Fee
Fee per Ton of Residential Solid Waste	\$
Oklahoma Department of Environmental Quality Disposal Fee per Ton, if applicable	\$ 1.25
Total per Ton of Residential Solid Waste	\$

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APPENDIX B

DEFINED TERMS USED IN AGREEMENT

Acceptable Solid Waste — Acceptable Solid Waste shall mean Solid Waste which is collected from residences within the City of Tulsa by the Authority or pursuant to the Authority’s contracts or agreements with its other contractors engaged for the purposes of such collections, as well as other Municipal Solid Waste that includes Intergovernmental Solid Waste.

Applicable Laws — Applicable Laws shall mean any permits, licenses and approvals issued for or with respect to Disposal Contractor (“Contractor”), equipment utilized by the Contractor, properties (or any component thereof) utilized by the Contractor or the performance the Contractor of obligations hereunder, and any statute, law constitution, charter, ordinance, regulation, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/of court of content jurisdiction that relates to or affects Authority, City, Disposal Contractor, any of their equipment or any of their properties (or any component thereof or the performance by any of the Contractor of obligations hereunder. Applicable Laws shall include, without limitation, the ordinances of the City of Tulsa, Oklahoma, and the Rules and Regulations for the Collection, Transportation and Disposal of Solid Waste promulgated and amended from time to time by the Director of the Streets and Stormwater Department of the City of Tulsa or his or her successor.

Authority — Authority shall mean the Tulsa Authority for Recovery of Energy, an Oklahoma public trust, and shall include Tulsa Authority for Recovery of Energy’s appointed officials, officers, employees, agents, volunteers and representatives.

Business Day — Business Day shall mean any day which is not a holiday designated as such by the provisions of the Oklahoma Statutes in Title 25, Chapter 2, at Section 82.1.

City — City shall mean the City of Tulsa, Oklahoma and shall include City’s officers, elected officials, employees, agents, volunteers and representatives.

Collections Contractor — The Collections Contractor shall mean the party with whom the Authority has a contract (the Collections Agreement) for the collection and delivery of Solid Waste and Green Waste within the City.

Collections Agreement — The Collections Agreement shall mean the contract between the Authority and the Collections Contractor for the collection and delivery of Solid Waste and Green Waste within the City.


Commencement Date — The Commencement Date shall mean the date on which the Disposal Contractor shall begin accepting waste pursuant to this Agreement.

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

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

Contract Administrator — Contract Administrator shall mean the City of Tulsa’s Refuse & Recycling Services Manager, or his or her designee or designees, or such other person(s) designated by the Authority for such capacity, which shall represent Authority in the administration and supervision of the Agreement.

Contract Year — Contract Year shall mean the period beginning July 1st of each year and ending on June 30th of the

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subsequent year for the term of the Agreement.

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

Disposal Agreement — Disposal Agreement shall mean this Agreement for the Disposal of Solid Waste, Green Waste and Rejects between Authority and Disposal Contractor.

Disposal Contractor — Disposal Contractor shall mean the party identified as such in the preamble paragraph of this Agreement and, where an assignment of this Agreement and/or the engagement of subcontractors is authorized hereby, the Disposal Contractor’s assignees and subcontractors.

Disposal Contractor’s Representative — Disposal Contractor’s Representative shall have the meaning set forth in Section 8.1 of this Agreement.

Disposal Facility — Disposal Facility shall mean the disposal facility for (i) Acceptable Solid Waste, Green Waste or Rejects as designated by Authority for limited purposes under this Agreement.

Disposal Fee — Disposal Fee shall mean the Total Per-Ton Fee set in Appendix A hereof for accepting and processing of Residential Acceptable Solid Waste, Rejects and/or Green Waste delivered to the Designated Disposal Facility by the Authority or its contractors or designees.

Effective Date — Effective Date shall mean the date set forth in preamble paragraph of this Agreement.

Green Waste — Green Waste shall mean burnable debris as defined by Federal Emergency Management Agency, including, but not limited to, damaged and disturbed trees, bushes and shrubs; broken, partially broken, and severed tree limbs; tree stumps, and bushes. Burnable debris consists predominantly of trees and vegetation.

Hazardous Waste — Hazardous Waste shall have the meaning set forth in Oklahoma Statutes in Title 27A, Chapter 2, Article VII, Part 1, at Section 2-7-103, as amended from time to time.

Herein, hereunder, hereby, hereto, hereof, and any similar terms — shall refer to this Agreement.

May — May shall mean something that is not mandatory but permissible.

ODEQ – The Oklahoma Department of Environmental Quality.

Party — Party shall mean the Disposal Contractor, or Authority.

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

Recycling Agreement — The Recycling Agreement shall mean a contract between the Authority and a recycling contractor for the collection and processing of recyclable materials.

Recycling Facility — The Recycling Facility shall mean the facility operated by the party with whom the Authority may have a contract (the Recycling Agreement) for the collection and processing of recyclable materials.

Rejects — Rejects shall mean items delivered to the Recycling Facility and rejected there as not capable of being recycled under the Recycling Agreement, therefore constituting Solid Waste.



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Shall — Shall will always mean mandatory and not merely directory.

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

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

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

State — State shall mean the State of Oklahoma.

Term, Initial Term, and Renewal Term — Term, Initial Term, and Renewal Term shall have the meanings prescribed in Section 4 hereof.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Unacceptable Load — Unaccepted Load shall mean a load of Solid Waste delivered by the Collections Contractor pursuant to the Collections Agreement or a load of Rejects delivered by or on behalf of the Recycling Contractor that is designated by the Disposal Contractor as an Unaccepted Load in accordance with the Disposal Agreement.

Will — Will in the appropriate context shall mean mandatory and not merely directory.

RETURN THE ENTIRE BID PACKET